REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 3, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

ATTENTION

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

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

PUBLIC COMMENT PROTOCOL

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

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

Public comments may be submitted to publiccomment@flagstaffaz.gov

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

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

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

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

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

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. 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.

5. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Airport Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring October 2023.

6. CONSENT ITEMS

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

A. **Consideration and Approval of Contract:** Purchase water and wastewater treatment chemicals through an Invitation for Bids, Bid number 2021-05 (Approve contracts with four (4) vendors for water & wastewater treatment chemicals).

STAFF RECOMMENDED ACTION:

Approve and award three (3) year initial term contracts, with options to extend for two (2) one (1) year renewals, with four (4) national companies for the purchase of bulk water and wastewater treatment chemicals as follows:

1. DPC Enterprises, L.P. of Glendale, Arizona agrees to provide gaseous chlorine for an annual not to exceed amount of $70,000.
2. Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide cationic polymer for an annual not to exceed amount of $100,000.
3. Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide sodium hypochlorite for an annual not to exceed amount of $65,000.
4. Univar USA Inc. of Phoenix, Arizona agrees to provide liquid sodium hydroxide (25%) for an annual not to exceed amount of $30,000.
5. Hills Brothers Chemical Company of Phoenix, Arizona agrees to provide liquid sodium hydroxide (50%) for an annual not to exceed amount of $30,000.

Authorize the City Manager to sign all necessary documents.

B. **Consideration and Approval of Final Plat** Ponderosa Parkway LLC requests Final Plat approval for Ponderosa Parkway Condominiums Unit 1—a 26-unit residential condominium subdivision at 1650 E. Ponderosa Parkway on 11.97 acres in the High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

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

C. **Consideration and Approval of Contract:** Public Defender Services for the Flagstaff Municipal Court

STAFF RECOMMENDED ACTION:

1. Approve the multi-year Public Defender Services contract with Harris & Winger PC for an annual amount of $412,000.00 with an annual increase of 2%.
2. Authorize the City Manager to execute all necessary documents.

D. **Consideration and Approval of Contract:** Consideration of the Hexagon Contract for the Computer Aided Dispatch (CAD) upgrade for the amount of $709,227.48.

STAFF RECOMMENDED ACTION:

1. Approve the contract for the Computer Aided Dispatch (CAD) software and hardware upgrade with Hexagon in the amount of $709,227.48; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Recommend approval of the Firewood Processing contract for the Shultz Pass Log Deck Staging Area with Alamo Navajo School Board, Inc. in the amount of $96,600.00.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Alamo Navajo School Board, Inc. for the Firewood Processing at Shultz Pass Log Deck Staging Area in the amount of $96,600.00
2. Authorize the City Manager to execute the necessary documents.

7. ROUTINE ITEMS

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

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval (5-0 vote), that the City Council approve the Preliminary Plat.

B. **Consideration and Adoption of Ordinance No. 2020-25:** an Ordinance of the Flagstaff City Council amending Flagstaff City Code, Title 3, Business Regulations, Chapter 3-11 Development Fees, by adopting revised Public Safety development fees.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-25 by title only for the final time
2) City Clerk reads Ordinance No. 2020-25 by title only (if approved above)
3) Adopt Ordinance No. 2020-25

C. **Consideration and Adoption of Ordinance No. 2020-27:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, by adopting a new chapter 3-12 Short-Term Rentals; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-27 by title only for the final time.
2) City Clerk reads Ordinance No. 2020-27 by title only (if approved above)
3) Adopt Ordinance No. 2020-27

D. **Consideration and Adoption of Ordinance No. 2020-26:** An ordinance amending Title 11, *General Plans and Subdivisions*, Division 11-10.30, *Specific Plans*, to provide clarification regarding the process for adopting and amending specific plans.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-26 by title only for the final time
2) City Clerk reads Ordinance No. 2020-26 by title only (if approved above)
3) Adopt Ordinance No. 2020-26

8. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2020-29:** An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,200 square feet of public right-of-way adjacent to 4013 S. Holland Road; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 3, 2020 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2020-29 by title only for the first time
3) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)

At the November 17, 2020 Council Meeting:
4) Hold Public Hearing
5) Read Ordinance No. 2020-29 by title only for the final time
6) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)
7) Adopt Ordinance No. 2020-29

B. **Consideration and Adoption of Resolution No. 2020-59 and Ordinance No. 2020-28:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use;" and, an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to implement the High Occupancy Housing Plan by adopting the High Occupancy Housing Development (HOHD) and Mixed-Use High Occupancy Housing Development (MHOHD) land uses and related standards.

STAFF RECOMMENDED ACTION:

At the November 3, 2020, Council Meeting:
1) Read Resolution No. 2020-59 by title only for the first time
2) City Clerk reads Resolution No. 2020-59 by title only (if approved above)
3) Read Ordinance No. 2020-28 by title only for the first time
4) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)

At the November 17, 2020, Council Meeting:
5) Adopt Resolution No. 2020-59
6) Read Ordinance No. 2020-28 by title only for the final time
7) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)
8) Adopt Ordinance No. 2020-28

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-60:** A resolution approving an Intergovernmental Agreement between the Summit Fire Medical District, the Highlands Fire District, the Pinewood Fire District, the Ponderosa Fire District and the City of Flagstaff on behalf of the Flagstaff Fire Department to expend grants funds and participate in regional training of emergency services personnel.

STAFF RECOMMENDED ACTION:

1) Read Resolution No.2020-60 by title only
2) City Clerk reads Resolution No. 2020-60 by title only (if approved above)
3) Adopt Resolution No.2020-60

B. **Consideration and Approval of Contract:** Approve the Contract to Crandell Research Solutions for Regional Fire Officer Training

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Crandell Research Solutions in the amount of $116,100; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Adoption of Ordinance No. 2020-30:** An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date. ***(approving receipt/transfer of easements and real property interests)***

STAFF RECOMMENDED ACTION:

At the November 3, 2020 Council Meeting:
1) Read Ordinance No. 2020-30 by title only for the first time
2) City Clerk reads Ordinance No.2020-30 by title only (if approved above)
At the November 10, 2020 Council Meeting:
3) Read Ordinance No. 2020-30 by title only for the final time
4) City Clerk reads Ordinance No. 2020-30 by title only (if approved above)
5) Adopt Ordinance No. 2020-30

10. **COUNCIL LIAISON REPORTS**

11. **CITY MANAGER REPORT**

A. **City Manager Report**

i. **Traffic Signal Cabinets Public Art Project**

12. **COVID-19 UPDATE**

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

14. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2020.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration of Appointments: Airport Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring October 2023.

Executive Summary:

The Airport Commission consists of seven citizens, and is responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide. There are currently three seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are four applications on file and they are as follows:

Jose Alvarado (new applicant)
Christina Caldwell (current commissioner)
Cal McLoy (new applicant)
David Steiner (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Shimoni, Councilmember McCarthy, Mayor Evans.

Financial Impact:

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

Policy Impact:

None.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: by appointing members at this time, the Airport Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies though word of mouth in addition to the vacancies being posted on the City's website.

Attachments: Airport Commission Authority

CHAPTER 2-11
FLAGSTAFF AIRPORT COMMISSION

SECTIONS:

2-11-001-0001 COMMISSION CREATED:
2-11-001-0002 COMPOSITION; TERMS:
2-11-001-0003 ORGANIZATION:
2-11-001-0004 COMPENSATION:
2-11-001-0005 MEETINGS:
2-11-001-0006 ACTIONS OF THE COMMISSION:

2-11-001-0001 COMMISSION CREATED:

There is hereby established the Flagstaff Airport Commission to be composed of seven (7) members who shall meet as hereinafter provided to consider and deliberate upon matters of concern to the City Council and citizens that affect the operation and efficiency of the airport toward the end of providing an optimum level of services within available resources using the Airport Master Plan as a basic guide. (Ord. 1897, Amended, 11/21/95)

2-11-001-0002 COMPOSITION; TERMS:

The composition of the membership of the Commission shall be as follows:

A. Seven (7) members to be appointed by the City Council who shall serve for three (3) year terms, on a staggered basis.

B. Ex Officio Members: The following persons shall be ex officio members of the Commission, but shall have no vote:

The Mayor;

The City Manager;

The Airport Manager;

The FAA Tower Operator.

C. A quorum shall shall consist of four (4) voting members of the Commission. (Res. 1045, 9-20-77; Ord. 1897, Amended, 11/21/95; Ord. 2007-03, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-11-001-0003 ORGANIZATION:

At the first meeting after appointment and at the first meeting held in any calendar year thereafter, the members of the Commission shall elect a Chairperson and Vice-Chairperson. (Ord. 2007-03, Amended 02/06/2007)

2-11-001-0004 COMPENSATION:

The members of the Commission may be reimbursed by the City for necessary travel and subsistence expenses, but shall not receive compensation for their services. Any such travel must be approved in advance by the City Council or the City Manager with all budgetary considerations taken into account.

2-11-001-0005 MEETINGS:

The Commission shall hold regular monthly meetings, which shall at all times be open to the public, the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours' notice.

2-11-001-0006 ACTIONS OF THE COMMISSION:

A. The Commission, with the consent of the City Manager, may call on all City divisions for assistance in the performance of its duties, and it shall be the duty of such divisions to render such assistance to the Commission as may be reasonably required.

B. All discussions, deliberations, actions and recommendations of the Commission shall be advisory to the City Council, and such advisories as the Commission may from time to time make shall be forwarded to the City Council through the City Manager. (Res. 1045, 9-20-77)

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Huntzinger, Water Production Manager

Co-Submitter: James Huchel

Date: 10/28/2020

Meeting Date: 11/03/2020

TITLE:

Consideration and Approval of Contract: Purchase water and wastewater treatment chemicals through an Invitation for Bids, Bid number 2021-05 (Approve contracts with four (4) vendors for water & wastewater treatment chemicals).

STAFF RECOMMENDED ACTION:

Approve and award three (3) year initial term contracts, with options to extend for two (2) one (1) year renewals, with four (4) national companies for the purchase of bulk water and wastewater treatment chemicals as follows:

1. DPC Enterprises, L.P. of Glendale, Arizona agrees to provide gaseous chlorine for an annual not to exceed amount of $70,000.
2. Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide cationic polymer for an annual not to exceed amount of $100,000.
3. Thatcher Company of Arizona, Inc. of Salt Lake City, Utah agrees to provide sodium hypochlorite for an annual not to exceed amount of $65,000.
4. Univar USA Inc. of Phoenix, Arizona agrees to provide liquid sodium hydroxide (25%) for an annual not to exceed amount of $30,000.
5. Hills Brothers Chemical Company of Phoenix, Arizona agrees to provide liquid sodium hydroxide (50%) for an annual not to exceed amount of $30,000.

Authorize the City Manager to sign all necessary documents.

Executive Summary:

Chemicals represent a large investment in the effective operation of Flagstaff Water Services treatment plants. These chemicals are critical to the treatment of water and wastewater in order to comply with water quality regulations and ensure the public's safety. These chemicals are unavailable in the City of Flagstaff and must be delivered; many are located outside of Arizona. Bulk chemicals are purchased by each treatment plant on an as-needed basis based on the demand for water, reclaimed water, and the treatment of wastewater. These chemicals disinfect and remove impurities from all water sources including potable drinking water, reclaimed water, and wastewater.

These purchase amounts exceed administrative authority and require action by the City Council.

Financial Impact:

These competitively bid contracts will reduce the financial impacts to the Water Services Division, consolidating the purchasing needs of these chemicals for Water Production, Wastewater Treatment, and Reclaimed Water Sections. Funding to purchase chemicals is budgeted within Water Services treatment plant budgets for Lake Mary, Rio de Flag, Wildcat Hill, and Reclaim Water.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

- Safe & Healthy Community: Foster a safe, secure, and healthy community.
- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

Regional Plan

- Goal WR.1: Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
- 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.
    - Policy WR2.1: Develop and adopt and integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution.
    - Policy WR2.2 Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.
- Goal WR.3: Satisfy current and future human water demands and the needs of the naturlalenvironment through sustainable and renewable water resources and strategic conservation measure.
- Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Has There Been Previous Council Decision on This:

Yes, City Council approved similar bulk chemical purchase contracts from bids in 2006, 2009, and 2015.

Options and Alternatives:

1. Award the contracts to DPC, Thatcher, Univar, and Hills Brothers as the lowest responsive, responsible bidders for their respective chemicals. Or
2. Require staff to constantly secure new prices for bulk chemicals for each individual purchase; which may lead to higher purchase and transportation costs and make budgetary decisions more difficult. Or
3. Disallow purchase of bulk chemicals which would hinder compliance with State law and Federal water quality regulations.

Background/History:

Chemicals represent a large investment in the effective operation of the Water Services Division's treatment plants. Water Services use the following chemicals for the respective purposes:

- Chlorine is used for the disinfection of treated surface water, groundwater, wastewater, and reclaimed water.
- Sodium hydroxide (caustic soda) is used to raise the pH of treated surface water.
- Coagulants such as aluminum sulfate and aluminum chlorohydrate are used to remove suspended

impurities in raw surface water.
- Cationic polymers are used to assist in the removal of impurities in water & wastewater.
- Sulfur dioxide is used in the removal of chlorine from treated wastewater/reclaimed water.

The recommended award was procured by Purchasing staff through a formal solicitation. An Invitation for Bid (IFB) was posted on PlanetBids from July 16, 2020, to August 19, 2020, and an advertisement was placed in The Arizona Daily Sun on July 26 & August 2 of 2020. Five companies submitted bids: DPC Enterprises, Hill Brothers Chemical, Applied Specialties, Univar Solutions, and Thatcher. After reviewing all the bids, all but Applied Solutions are considered to be the lowest responsive, responsible bidders.

Key Considerations:

By establishing contract pricing and defining delivery requirements, the City receives a consistent product at the best possible purchase price.

Expanded Financial Considerations:

Flagstaff Water Services annually budgets for the purchase of these chemicals within the following operational sections: Lake Mary Water Treatment Plant, Rio de Flag Water Reclamation Plant, and Wildcat Hill Wastewater Treatment Plant. The FY21 allocations are as follows:

Lake Mary Water Treatment Plant 202-08-301-1011-0-4362: $308,200
Wildcat Hill Wastewater Treatment Plant 203-08-311-1111-0-4362 & 1116-0-4362: $170,000
Rio De Flag Water Reclamation Plant 203-08-312-1121-0-4362: $45,000
Reclaim 204-08-321-1202-0-4362: $75,000

Community Benefits and Considerations:

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

Expanded Options and Alternatives:

Choose not to purchase from bid pricing and purchase chemicals at market price.

Attachments:
DPC contract
DPC Attachment 1
Hill Brothers contract
Hill Brothers Attachment 1
Thatcher contract
Univar contract
Univar Attachment 1

CONTRACT FOR MATERIALS & SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-05

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and DPC Enterprises, L.P., ("Contractor").

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

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

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

WATER AND WASTEWATER SERVICES CHEMICALS

and as more specifically described in the Scope of Work attached hereto as ***Exhibit A*** and the Specifications attached to the Scope of Work as ***Attachment 1***.

2. Compensation: Payment to the Contractor for the materials and or services provided not to exceed **seventy thousand dollars ($70,000.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Bid ***Attachment 1***.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A***.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in ***Exhibit C***.

5. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be in force for an initial term of three (3) consecutive years.

6. Partial Award: The City reserves the right to make multiple awards or to award by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

7. Quantities: Unless the Solicitation states otherwise (in the Scope of Work Exhibit A), the Contract will be non-exclusive, and the City makes no guarantees as to the amount of products to be utilized from a Bidder. The City reserves the right to add or remove products during the term of the contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-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.

9. 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:
Becca Obuchowski
Territory Manager
DPC Enterprises, L.P.
4909 West Pasadena Ave.
Glendale, Arizona 85301
bobuchowski@dxgroup.com

With a copy to:
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
@flagstaffaz.gov

With a copy to:

10. 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
SPECIFICATIONS / REQUIREMENTS OF BID

WATER AND WASTEWATER TREATMENT CHEMICALS

GENERAL REQUIREMENTS OF BID:

Compliance:

The supplier must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this bid that originate in a country other than the United States. Preference will be given to those manufactured or mined on the U. S. The supplier will be required to notify the City of Flagstaff Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. The supplier will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City of Flagstaff personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AWWA SPECIFICATIONS AND STANDARDS, THE VENDOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.

2. Reimburse the City for the cost of all quantities consumed prior to replacement.

3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

a. Form: Gas, approximately 100% chlorine.
b. How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.

c. Estimated Annual Usage: One hundred and four (104) - 150-pound cylinders and 144,000 lbs. or 72 Containers: to be delivered to the Wildcat Wastewater and Lake Mary WTP
d. Delivery: Maximum of 5 days after receipt of order (ARO).
e. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
f. General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer: (Disc Filter and Geo Bags)

a. Minimum Quantity per Order: two (2) - 275 gallon totes.
b. Estimated Annual Usage: twenty-six (26) – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
c. Function of Product: The product will be used as a versatile coagulant.
d. Product Used in the past: Clarifloc WE-1325 and T-Floc 2810.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.

PRODUCT REQUIREMENTS (for Liquid Cationic Polymer):

1. Primary use of the product shall be as a coagulant for wastewater sludge.
2. Product shall be chlorine-resistant and effective over a broad, varied pH range.
3. Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
4. Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sulfur Dioxide

a. Form: Gas, approximately 99% Sulfur Dioxide.
b. How Shipped: 1 Ton Containers.
c. Minimum Quantity Per Order: four (4) 1 Ton Containers.
d. Estimated Annual Usage: 92,000 lbs.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
g. General Note: Sulfur Dioxide shall meet ANSI/NSF 60.

4. Sodium Hypochlorite

a. Form: Liquid, approximately 12.5%% Sodium Hypochlorite.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 2000 gals
d. Estimated Annual Usage: 48,000 Gals.
e. Delivery: To Rio de Flag - Maximum of 5 days after receipt of order (ARO).
f. General Note: Chlorine shall meet ANSI/NSF 60.

5. Sodium Hydroxide 50%

a. Form: Liquid, approximately 50% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 9,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).

f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

6. Sodium Hydroxide 25%

a. Form: Liquid, approximately 25% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 18,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

TESTING:

1. Jar Tests: Competitive products will require jar tests prior to being considered by the City. The results of the jar tests shall determine if the product offered meets the City's requirements for effectiveness and efficiency. To conduct the jar tests, contact Jim Huchel, Wastewater Production Manager, City of Flagstaff, 2800 N. El Paso Flagstaff Rd, Flagstaff, AZ 86004, (928) 213-2426.

2. Additional Tests: The City reserves the right to request additional jar tests prior to contract award.

3. Evaluation: Award of the contract for liquid cationic polymer shall be based on the following criteria:

   i. Acceptable performance based on jar test results. The City shall be the sole judge of acceptable performance.

   ii. Cost of treatment per million gallons of water treated. The City may incorporate known cost factors to determine the best value for the City.

   iii. Delivery capabilities.

   iv. Certified absence of epichlorohydrin and acrylamide.

Delivery Points for chemical delivery and testing (3):

1. Wildcat Hill WWTP
   El Paso Road
   Flagstaff, AZ 86004
   (928) 213-2421

2. Rio de Flag
   600 S. Babbitt
   Flagstaff, AZ 86004
   (928) 213-2414

3. Lake Mary Water Treatment Plant
   4500 S Lake Mary Rd.
   Flagstaff, AZ 86005
   (928) 213-2400

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and

Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated

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

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

EXHIBIT C

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Contract No. 2021-05
   Emily Markel
   Senior Procurement Specialist
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of

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

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-05
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

WATER SERVICES CHEMICALS

BID NUMBER 2021-05

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A* AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK AS *ATTACHMENT 1*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

ANY ITEM VOLUME MEASUERMENT CAN BE CHANGED. GALLON TO POUND, ETC. PLEASE NOTE THIS IN YOUR BID SUMISSION.

RATES FOR EACH

1.

Chlorine, 150 lb. cylinders

Price per (Cylinder) $ 64.00
Freight $ included
Total Bid Price per Pallet (16) $ 1024.00

150 lb. cylinder Deposit $ n/a
**Additional small load charges $ n/a

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? yes

2. **Chlorine, 2000 lb. cylinders**

Price per (Cylinder) $ 534.00
Freight $ included
Total Bid Price $ 534.00/cylinder

2000 lb cylinder deposit $ n/a
**Additional small load charges $ n/a

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? yes

3. **Liquid Cationic Polymer**
(20% active)

Price per Pound (Disc Thickener)	$ no bid
Price per Pound (Geo Bag)	$
Freight	$
Total Bid Price per Tote (Disc Thickener)	$
Total Bid Price per Tote (Geo Bag)	$

Delivery of polymer after receipt of order (ARO) is: _____

4. ~~**Sulfur Dioxide, 150 lb. containers**~~

~~Price per Pallet (lb)~~	~~$~~
~~Freight~~	~~$~~
~~Total Bid Price per Container~~	~~$~~
~~2000 lb. container Deposit~~	~~$~~
~~**Additional small load charges~~	~~$~~

5. **Sodium Hypochlorite**

Price per pound/gallon	$ no bid
Freight	$
Total Bid per load	$
**Additional small load charges	$

6. **Sodium Hydroxide (25%)**

Price per pound	$ no bid
Freight	$
Total Bid per load (4500gal)	$
**Additional small load charges	$

7. **Sodium Hydroxide (50%)**

Price per pound	$ no bid
Freight	$
Total Bid per load (4500gal)	$
**Additional small load charges	$

8. **Taxes** CITY OF GLENDALE 9.2% $ 143.336

Miscellaneous Charges:

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

n/a

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

Signature of Person Authorized to Sign Bid

Becca Obuchowski
Printed Name

Territory Manager
Title

8/19/20
Date

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-05
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: DPC Enterprises, L.P.

Doing Business As (if different than above): n/a

Address: 4909 W. Pasadena

City: Glendale State: AZ Zip: 85301

Phone: 623.930.8015 Fax: 623.934.9983

E-Mail Address: bobuchowski@dxgroup.com Website: www.dxgroup.com

Taxpayer Identification Number: 76-0576882

Mailing Address (if different than above):

Address: Same as above

City: — State: — Zip: —

Contractor Contact for Questions about Proposal:

Name: Becca Obuchowski Fax: 623.934.9983

Phone: 480.650.8044 E-Mail Address: bobuchowski@dxgroup.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

✓ Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 07584690
(Attach proof of registration)

Business License Information (check one):

✓ Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

License Verification

Transaction Privilege Tax License Number: *

07584690

Verification Status

The number **07584690** is a valid Arizona transaction privilege tax license number. 8/19/2020 8:56:39 AM.

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

No confidential/proprietary materials have been included with this Proposal

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

✓ Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-05
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

DISCLOSURE (FORM)

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

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO_✓_

b. Violation of the terms of any public contract? YES_____ NO_✓_

c. Failure to pay any uncontested debt to a government agency? YES_____ NO_✓_

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_✓_

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

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

   YES_____ NO_✓_

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

   YES_____ NO_✓_

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

_____
Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes (lee) No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____
Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____

CONTRACT FOR MATERIALS
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-05

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Hill Brothers Chemical Company, a for profit California corporation, ("Contractor").

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

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

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

WATER AND WASTEWATER SERVICES CHEMICALS

and as more specifically described in the Scope of Work attached hereto as ***Exhibit A*** and the Specifications attached to the Scope of Work as ***Attachment 1***.

2. Compensation: Payment to the Contractor for the materials and or services provided not to exceed **thirty thousand dollars ($30,000.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Bid ***Attachment 1***.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A***.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in ***Exhibit C.***

5. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be in force for an initial term of three (3) consecutive years.

6. Partial Award: The City reserves the right to make multiple awards or to award by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

7. Quantities: Unless the Solicitation states otherwise (in the Scope of Work Exhibit A), the Contract will be non-exclusive, and the City makes no guarantees as to the amount of products to be utilized from a Bidder. The City reserves the right to add or remove products during the term of the contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-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.

9. 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:
Jason Kowanetz
AZ District Representative
Hill Brothers Chemical Company
3000 E. Birch Street, Suite 108
Brea, CA 92821
jason@hillbrothers.com

With a copy to:
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
@flagstaffaz.gov

With a copy to:

10. 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
SPECIFICATIONS / REQUIREMENTS OF BID

WATER AND WASTEWATER TREATMENT CHEMICALS

GENERAL REQUIREMENTS OF BID:

Compliance:

The supplier must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this bid that originate in a country other than the United States. Preference will be given to those manufactured or mined on the U. S. The supplier will be required to notify the City of Flagstaff Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. The supplier will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City of Flagstaff personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AWWA SPECIFICATIONS AND STANDARDS, THE VENDOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.

2. Reimburse the City for the cost of all quantities consumed prior to replacement.

3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

a. Form: Gas, approximately 100% chlorine.
b. How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.

c. Estimated Annual Usage: One hundred and four (104) - 150-pound cylinders and 144,000 lbs. or 72 Containers: to be delivered to the Wildcat Wastewater and Lake Mary WTP
d. Delivery: Maximum of 5 days after receipt of order (ARO).
e. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
f. General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer: (Disc Filter and Geo Bags)

a. Minimum Quantity per Order: two (2) - 275 gallon totes.
b. Estimated Annual Usage: twenty-six (26) – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
c. Function of Product: The product will be used as a versatile coagulant.
d. Product Used in the past: Clarifloc WE-1325 and T-Floc 2810.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.

PRODUCT REQUIREMENTS (for Liquid Cationic Polymer):

1. Primary use of the product shall be as a coagulant for wastewater sludge.
2. Product shall be chlorine-resistant and effective over a broad, varied pH range.
3. Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
4. Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sulfur Dioxide

a. Form: Gas, approximately 99% Sulfur Dioxide.
b. How Shipped: 1 Ton Containers.
c. Minimum Quantity Per Order: four (4) 1 Ton Containers.
d. Estimated Annual Usage: 92,000 lbs.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
g. General Note: Sulfur Dioxide shall meet ANSI/NSF 60.

4. Sodium Hypochlorite

a. Form: Liquid, approximately 12.5%% Sodium Hypochlorite.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 2000 gals
d. Estimated Annual Usage: 48,000 Gals.
e. Delivery: To Rio de Flag - Maximum of 5 days after receipt of order (ARO).
f. General Note: Chlorine shall meet ANSI/NSF 60.

5. Sodium Hydroxide 50%

a. Form: Liquid, approximately 50% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 9,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).

f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

6. Sodium Hydroxide 25%

a. Form: Liquid, approximately 25% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 18,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

TESTING:

1. Jar Tests: Competitive products will require jar tests prior to being considered by the City. The results of the jar tests shall determine if the product offered meets the City's requirements for effectiveness and efficiency. To conduct the jar tests, contact Jim Huchel, Wastewater Production Manager, City of Flagstaff, 2800 N. El Paso Flagstaff Rd, Flagstaff, AZ 86004, (928) 213-2426.

2. Additional Tests: The City reserves the right to request additional jar tests prior to contract award.

3. Evaluation: Award of the contract for liquid cationic polymer shall be based on the following criteria:

   i. Acceptable performance based on jar test results. The City shall be the sole judge of acceptable performance.

   ii. Cost of treatment per million gallons of water treated. The City may incorporate known cost factors to determine the best value for the City.

   iii. Delivery capabilities.

   iv. Certified absence of epichlorohydrin and acrylamide.

Delivery Points for chemical delivery and testing (3):

1. Wildcat Hill WWTP
   El Paso Road
   Flagstaff, AZ 86004
   (928) 213-2421

2. Rio de Flag
   600 S. Babbitt
   Flagstaff, AZ 86004
   (928) 213-2414

3. Lake Mary Water Treatment Plant
   4500 S Lake Mary Rd.
   Flagstaff, AZ 86005
   (928) 213-2400

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and

Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated

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

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

EXHIBIT C

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Contract No. 2021-05
   Emily Markel
   Senior Procurement Specialist
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of

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

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-05
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

WATER SERVICES CHEMICALS

BID NUMBER 2021-05

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A* AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK AS *ATTACHMENT 1*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

ANY ITEM VOLUME MEASUERMENT CAN BE CHANGED. GALLON TO POUND, ETC. PLEASE NOTE THIS IN YOUR BID SUMISSION.

RATES FOR EACH

1.

Chlorine, 150 lb. cylinders

Price per (Cylinder) $0.56
Freight $-
Total Bid Price per Pallet (16) $84.00

150 lb. cylinder Deposit $150.
**Additional small load charges $-

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? _____

2. **Chlorine, 2000 lb. cylinders**

Price per (Cylinder) $0.37/per lb. $740/cylinder
Freight $-
Total Bid Price $706.00

2000 lb cylinder deposit $1000.00
**Additional small load charges $-

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? _____

3. **Liquid Cationic Polymer**
(20% active)

Price per Pound (Disc Thickener)	$ -
Price per Pound (Geo Bag)	$ -
Freight	$ -
Total Bid Price per Tote (Disc Thickener)	$ -
Total Bid Price per Tote (Geo Bag)	$ -

Delivery of polymer after receipt of order (ARO) is: _____

4.

~~**Sulfur Dioxide, 150 lb. containers**~~

~~Price per Pallet (lb)~~	~~$~~
~~Freight~~	~~$~~
~~Total Bid Price per Container~~	~~$~~
~~2000 lb. container Deposit~~	~~$~~
~~**Additional small load charges~~	~~$~~

5.

Sodium Hypochlorite

Price per pound/gallon	$ 1.71
Freight	$ -
Total Bid per load	$ 3275.50/per 2500gal
**Additional small load charges	$ -

6.

Sodium Hydroxide (25%)

Price per pound	$ .1972
Freight	$ -
Total Bid per load (4500gal)	$ 887.33/per 4500gal
**Additional small load charges	$ -

7.

Sodium Hydroxide (50%)

Price per pound	$ 0.215
Freight	$ -
Total Bid per load (4500gal)	$ 966.31
**Additional small load charges	$ -

8. **Taxes** $ 671.78
8.6% based on
Grand total $7,811.2022

Miscellaneous Charges:

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

Deliveries of bulk / min-bulk 12.5% Sodium Hypochlorite will have a $75.00 delivery fee and a $25.00 Environmental Protection Fee applied to each delivery.

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

Signature of Person Authorized to Sign Bid

Jason Kowonetz
Printed Name

District Sales Rep.
Title

August 19th, 2020
Date

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: Hill Brothers Chemical Company

Doing Business As (if different than above): _____

Address: 3000 E Birch Street Suite 108

City: Brea State: CA Zip: 92821

Phone: (714) 998-8800 Fax: (714) 464-4498

E-Mail Address: jason@hillbrothers.com Website: WWW.hillbrothers.com

Taxpayer Identification Number: 95-0830560

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____-_____

Contractor Contact for Questions about Proposal:

Name: Jason Kowanetz Fax: (714) 464-4498

Phone: (602) 321-5999 E-Mail Address: jason@hillbrothers.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

✓ Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 07-009923-N
(Attach proof of registration)

Business License Information (check one):

✓ Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: N/A

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

__✓__ No confidential/proprietary materials have been included with this Proposal

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes ___✓___ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

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

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES___ NO ✓

b. Violation of the terms of any public contract? YES___ NO ✓

c. Failure to pay any uncontested debt to a government agency? YES___ NO ✓

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES___ NO ✓

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

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

   YES____ NO ✓

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

   YES____ NO ✓

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

_____
Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes _____ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____

Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____

CONTRACT FOR MATERIALS
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-05

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Thatcher Company, Inc., ("Contractor").

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

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

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

   WATER AND WASTEWATER SERVICES CHEMICALS

   and as more specifically described in the Scope of Work attached hereto as ***Exhibit A*** and the Specifications attached to the Scope of Work as ***Attachment 1***.

2. Compensation: Payment to the Contractor for the materials and or services provided not to exceed **one hundred sixty-five thousand dollars ($165,000.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Bid ***Attachment 1***.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A***.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in ***Exhibit C***.

5. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be in force for an initial term of three (3) consecutive years.

6. Partial Award: The City reserves the right to make multiple awards or to award by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

7. Quantities: Unless the Solicitation states otherwise (in the Scope of Work Exhibit A), the Contract will be non-exclusive, and the City makes no guarantees as to the amount of products to be utilized from a Bidder. The City reserves the right to add or remove products during the term of the contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-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.

9. 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:
Jeff Zidek
Thatcher Company, Inc.
P.O. Box 27407
Salt Lake City, UT 84127
801-972-4587 ext. 1447
Jeff.zidek@tchem.com

With a copy to:
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
@flagstaffaz.gov

With a copy to:

10. 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
SPECIFICATIONS / REQUIREMENTS OF BID

WATER AND WASTEWATER TREATMENT CHEMICALS

GENERAL REQUIREMENTS OF BID:

Compliance:

The supplier must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this bid that originate in a country other than the United States. Preference will be given to those manufactured or mined on the U. S. The supplier will be required to notify the City of Flagstaff Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. The supplier will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City of Flagstaff personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AWWA SPECIFICATIONS AND STANDARDS, THE VENDOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.

2. Reimburse the City for the cost of all quantities consumed prior to replacement.

3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

a. Form: Gas, approximately 100% chlorine.
b. How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
c. Estimated Annual Usage: One hundred and four (104) - 150-pound cylinders and 144,000 lbs. or 72 Containers: to be delivered to the Wildcat Wastewater and Lake Mary WTP
d. Delivery: Maximum of 5 days after receipt of order (ARO).
e. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
f. General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer: (Disc Filter and Geo Bags)

a. Minimum Quantity per Order: two (2) - 275 gallon totes.
b. Estimated Annual Usage: twenty-six (26) – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
c. Function of Product: The product will be used as a versatile coagulant.
d. Product Used in the past: Clarifloc WE-1325 and T-Floc 2810.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.

PRODUCT REQUIREMENTS (for Liquid Cationic Polymer):

1. Primary use of the product shall be as a coagulant for wastewater sludge.
2. Product shall be chlorine-resistant and effective over a broad, varied pH range.
3. Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
4. Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sulfur Dioxide

a. Form: Gas, approximately 99% Sulfur Dioxide.
b. How Shipped: 1 Ton Containers.
c. Minimum Quantity Per Order: four (4) 1 Ton Containers.
d. Estimated Annual Usage: 92,000 lbs.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
g. General Note: Sulfur Dioxide shall meet ANSI/NSF 60.

4. Sodium Hypochlorite

a. Form: Liquid, approximately 12.5%% Sodium Hypochlorite.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 2000 gals
d. Estimated Annual Usage: 48,000 Gals.
e. Delivery: To Rio de Flag - Maximum of 5 days after receipt of order (ARO).
f. General Note: Chlorine shall meet ANSI/NSF 60.

5. Sodium Hydroxide 50%

a. Form: Liquid, approximately 50% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 9,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

6. Sodium Hydroxide 25%

a. Form: Liquid, approximately 25% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 18,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

TESTING:

1. Jar Tests: Competitive products will require jar tests prior to being considered by the City. The results of the jar tests shall determine if the product offered meets the City's requirements for effectiveness and efficiency. To conduct the jar tests, contact Jim Huchel, Wastewater Production Manager, City of Flagstaff, 2800 N. El Paso Flagstaff Rd, Flagstaff, AZ 86004, (928) 213-2426.

2. Additional Tests: The City reserves the right to request additional jar tests prior to contract award.

3. Evaluation: Award of the contract for liquid cationic polymer shall be based on the following criteria:

   i. Acceptable performance based on jar test results. The City shall be the sole judge of acceptable performance.

   ii. Cost of treatment per million gallons of water treated. The City may incorporate known cost factors to determine the best value for the City.

   iii. Delivery capabilities.

   iv. Certified absence of epichlorohydrin and acrylamide.

Delivery Points for chemical delivery and testing (3):

1. Wildcat Hill WWTP
   El Paso Road
   Flagstaff, AZ 86004
   (928) 213-2421

2. Rio de Flag
   600 S. Babbitt
   Flagstaff, AZ 86004
   (928) 213-2414

3. Lake Mary Water Treatment Plant
   4500 S Lake Mary Rd.
   Flagstaff, AZ 86005
   (928) 213-2400

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods,

and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

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

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

EXHIBIT C

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Contract No. 2021-05
   Emily Markel
   Senior Procurement Specialist
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A:

VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR MATERIALS
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-05

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Univar Solutions USA Inc., ("Contractor").

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

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

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

   WATER AND WASTEWATER SERVICES CHEMICALS

   and as more specifically described in the Scope of Work attached hereto as ***Exhibit A*** and the Specifications attached to the Scope of Work as ***Attachment 1***.

2. Compensation: Payment to the Contractor for the materials and or services provided not to exceed **thirty thousand dollars ($30,000.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Bid ***Attachment 1***.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A***.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in ***Exhibit C***.

5. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be in force for an initial term of three (3) consecutive years.

6. Partial Award: The City reserves the right to make multiple awards or to award by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

7. Quantities: Unless the Solicitation states otherwise (in the Scope of Work Exhibit A), the Contract will be non-exclusive, and the City makes no guarantees as to the amount of products to be utilized from a Bidder. The City reserves the right to add or remove products during the term of the contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-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.

9. 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:
Jennifer Perras
Municipal Specialist
Univar Solutions USA, Inc.
8201 S. 212th
Kent, WA 9803s-1994
jennifer.perras@univarsolutions.com

With a copy to:
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
@flagstaffaz.gov

With a copy to:

10. 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
SPECIFICATIONS / REQUIREMENTS OF BID

WATER AND WASTEWATER TREATMENT CHEMICALS

GENERAL REQUIREMENTS OF BID:

Compliance:

The supplier must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this bid that originate in a country other than the United States. Preference will be given to those manufactured or mined on the U. S. The supplier will be required to notify the City of Flagstaff Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. The supplier will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City of Flagstaff personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AWWA SPECIFICATIONS AND STANDARDS, THE VENDOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.

2. Reimburse the City for the cost of all quantities consumed prior to replacement.

3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

a. Form: Gas, approximately 100% chlorine.
b. How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
c. Estimated Annual Usage: One hundred and four (104) - 150-pound cylinders and 144,000 lbs. or 72 Containers: to be delivered to the Wildcat Wastewater and Lake Mary WTP
d. Delivery: Maximum of 5 days after receipt of order (ARO).
e. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
f. General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer: (Disc Filter and Geo Bags)

a. Minimum Quantity per Order: two (2) - 275 gallon totes.
b. Estimated Annual Usage: twenty-six (26) – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
c. Function of Product: The product will be used as a versatile coagulant.
d. Product Used in the past: Clarifloc WE-1325 and T-Floc 2810.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.

PRODUCT REQUIREMENTS (for Liquid Cationic Polymer):

1. Primary use of the product shall be as a coagulant for wastewater sludge.
2. Product shall be chlorine-resistant and effective over a broad, varied pH range.
3. Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
4. Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sulfur Dioxide

a. Form: Gas, approximately 99% Sulfur Dioxide.
b. How Shipped: 1 Ton Containers.
c. Minimum Quantity Per Order: four (4) 1 Ton Containers.
d. Estimated Annual Usage: 92,000 lbs.
e. Delivery: Maximum of 5 days after receipt of order (ARO).
f. In the event of a tank or valve issue, include your emergency response plan to aid us during the emergency
g. General Note: Sulfur Dioxide shall meet ANSI/NSF 60.

4. Sodium Hypochlorite

a. Form: Liquid, approximately 12.5%% Sodium Hypochlorite.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 2000 gals
d. Estimated Annual Usage: 48,000 Gals.
e. Delivery: To Rio de Flag - Maximum of 5 days after receipt of order (ARO).
f. General Note: Chlorine shall meet ANSI/NSF 60.

5. Sodium Hydroxide 50%

a. Form: Liquid, approximately 50% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 9,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

6. Sodium Hydroxide 25%

a. Form: Liquid, approximately 25% Sodium Hydroxide.
b. How Shipped: Bulk shipment
c. Minimum Quantity Per Order: 4,500 gals
d. Estimated Annual Usage: 18,000 Gals.
e. Delivery: To Lake Mary WTP - Maximum of 5 days after receipt of order (ARO).
f. General Note: Sodium hypochlorite shall meet ANSI/NSF 60.

TESTING:

1. Jar Tests: Competitive products will require jar tests prior to being considered by the City. The results of the jar tests shall determine if the product offered meets the City's requirements for effectiveness and efficiency. To conduct the jar tests, contact Jim Huchel, Wastewater Production Manager, City of Flagstaff, 2800 N. El Paso Flagstaff Rd, Flagstaff, AZ 86004, (928) 213-2426.

2. Additional Tests: The City reserves the right to request additional jar tests prior to contract award.

3. Evaluation: Award of the contract for liquid cationic polymer shall be based on the following criteria:

   i. Acceptable performance based on jar test results. The City shall be the sole judge of acceptable performance.

   ii. Cost of treatment per million gallons of water treated. The City may incorporate known cost factors to determine the best value for the City.

   iii. Delivery capabilities.

   iv. Certified absence of epichlorohydrin and acrylamide.

Delivery Points for chemical delivery and testing (3):

1. Wildcat Hill WWTP
   El Paso Road
   Flagstaff, AZ 86004
   (928) 213-2421

2. Rio de Flag
   600 S. Babbitt
   Flagstaff, AZ 86004
   (928) 213-2414

3. Lake Mary Water Treatment Plant
   4500 S Lake Mary Rd.
   Flagstaff, AZ 86005
   (928) 213-2400

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods,

and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

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

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

EXHIBIT C

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Contract No. 2021-05
   Emily Markel
   Senior Procurement Specialist
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A:

VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF
WATER SERVICES CHEMICALS
BID NUMBER 2021-05

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A* AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK AS *ATTACHMENT 1*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

ANY ITEM VOLUME MEASUERMENT CAN BE CHANGED. GALLON TO POUND, ETC. PLEASE NOTE THIS IN YOUR BID SUMISSION.

RATES FOR EACH

1.

Chlorine, 150 lb. cylinders

Price per (Cylinder) $ No bid
Freight $ _____
Total Bid Price per Pallet (16) $ _____

150 lb. cylinder Deposit $ NO bid
**Additional small load charges $ _____

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? _____

2. **Chlorine, 2000 lb. cylinders**

Price per (Cylinder) $ No bid
Freight $ _____
Total Bid Price $ _____

2000 lb cylinder deposit $ No bid
**Additional small load charges $ _____

Delivery is 5 days after receipt of order (ARO)
Can you meet this delivery time? _____

3. **Liquid Cationic Polymer**
(20% active)

Price per Pound (Disc Thickener)	$ No bid
Price per Pound (Geo Bag)	$
Freight	$
Total Bid Price per Tote (Disc Thickener)	$
Total Bid Price per Tote (Geo Bag)	$

Delivery of polymer after receipt of order (ARO) is: _____

4.

~~**Sulfur Dioxide, 150 lb. containers**~~

~~Price per Pallet (lb)~~	~~$~~
~~Freight~~	~~$~~
~~Total Bid Price per Container~~	~~$~~
~~2000 lb. container Deposit~~	~~$~~
~~**Additional small load charges~~	~~$~~

5.

Sodium Hypochlorite

Price per pound/gallon	$ No bid
Freight	$
Total Bid per load	$
**Additional small load charges	$

6.

Sodium Hydroxide (25%)

Price per pound	$ .1064 per wet lb.
Freight	$ Included
Total Bid per load (4500gal)	$ 5,102.10
**Additional small load charges	$ 175.00 for loads less than 4,500g

7.

Sodium Hydroxide (50%)

Price per pound	$ .1835 per wet lb.
Freight	$ Inlcuded
Total Bid per load (4500gal)	$ 10,535.85
**Additional small load charges	$ 175.00 for loads less than 4,500gl

8. **Taxes** $ 3,807.87

***TOTAL TAXES ARE BASED ON THE TOTAL OF THE CONTRACT FOR CAUSTIC SODA AT THE SALES TAX RATE OF 9.18%.
TOTAL FOR 25% = 20,408.40 + TOTAL FOR 50%=$21,071.70 X 9.18% = $3,807.87

Miscellaneous Charges:

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

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

Signature of Person Authorized to Sign Bid

Municipal Specialist
Title

Jennifer M. Perras
Printed Name

8/17/2020
Date

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: Univar Solutions USA Inc.

Doing Business As (if different than above): _____

Address: 8201 S 212th St.

City: Kent State: WA Zip: 98032 -

Phone: 253-872-5040 Fax: 253-872-5041

E-Mail Address: muniteam-west@univarsolutions.com Website: _____

Taxpayer Identification Number: 91-1347935

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ -

Contractor Contact for Questions about Proposal:

Name: Jennifer Perras Fax: 253-872-5041

Phone: 253-872-5040 E-Mail Address: jennifer.perras@~~univarsolutions.com~~ univarsolutions.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

__x__ Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 07336492
(Attach proof of registration)

Business License Information (check one):

__x__ Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

__x__ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

__x__ No confidential/proprietary materials have been included with this Proposal

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes ___JP___ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

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

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO_x_

b. Violation of the terms of any public contract? YES_____ NO_x_

c. Failure to pay any uncontested debt to a government agency? YES_____ NO_x_

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_x_

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

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

   YES_____ NO_x_

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

   YES_____ NO_x_

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

_____
Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes __x__ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____
Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Approval of Final Plat Ponderosa Parkway LLC requests Final Plat approval for Ponderosa Parkway Condominiums Unit 1—a 26-unit residential condominium subdivision at 1650 E. Ponderosa Parkway on 11.97 acres in the High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

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

Executive Summary:

This is a request for Final Plat approval for a 26-unit residential condominium subdivision known as Ponderosa Parkway Condominiums Unit 1. The site is in the High Density Residential (HR) Zone and has a Resource Protection Overlay (RPO). Unit 1 consists of 26 residential units distributed across two buildings. It is the first phase of a larger three-phase condominium subdivision—Ponderosa Parkway Condominiums—consisting of 169 residential units distributed across 13 three-story buildings (13 units per building). The overall project is providing a total of 16 attainable housing units per the Development Agreement. The applicant has not provided a phasing plan for how these units will be provided.

Financial Impact:

No financial liabilities are anticipated by the approval of this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Flagstaff Regional Plan

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings

for residential construction.

- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy OS.1.5 Integrate open space qualities into the built environment.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary
- Policy WR.5.1 Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.

Has There Been Previous Council Decision on This:

- City Council approved a Large-Scale Zoning Map Amendment on September 3, 2019, (Ordinance No. 2019-27) to change the zoning designation from RR (Rural Residential) to HR (High Density Residential).
- City Council approved Ordinance No. 2019-29 on September 3, 2019, to formally accept all easements on the site received in 2010, and to include maintenance, access, exclusivity, and overall purpose of the easements.
- City Council approved the Ponderosa Parkway Condominiums Preliminary Plat on July 7, 2020.

Options and Alternatives:

1. Approve the Final Plat with no conditions.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

On February May 28, 2019, the Inter-Division Staff approved a Site Plan for 169 new residential units distributed across 13 three-story buildings pending a successful Zoning Map Amendment from RR to HR, which City Council approved on September 3, 2019. Staff approved Civil Engineering Plans in June 2020; the applicant also has approved permits for on-site grading and retaining walls, and public improvements.

City Council approved the Preliminary Plat for entire development—Ponderosa Parkway Condominiums—on July 7, 2020. However, the applicant has opted to phase the development. Therefore, the focus of this Final Plat request is the first of three phases: Ponderosa Parkway Condominiums Unit 1, which consists of 26 residential units in two three-story buildings (13 units per building). Staff approved this Final Plat on October 16, 2020.

The residential units range from studio to three-bedroom units and are approximately 500 to 1,300 square feet. The applicant has elected to construct the buildings to meet the Residential Sustainability

Building Standards in Section 10-30.70.040 of the City of Flagstaff Zoning Code. This type of construction provided the applicant with up to a 25% density bonus (the HR Zone density range is 10-22 units per acre but the maximum is 13 units per acre in a Suburban Activity Center designated in the Flagstaff Regional Plan). Thus, the applicant would be allowed to increase density from 156 to 195 units; the applicant elected to build 169 units total.

The applicant has also committed to providing 16 “Attainable Housing Units” across the entire 169-unit development. These units will be disbursed throughout the development to the greatest extent feasible (with no exterior difference between the attainable and market-rate units). The units will be sold at or below 100% of the Area Median Income (“AMI”) affordability level.

The project will make several improvements on the site and in the adjacent right of way in response to requirements identified by public systems analyses conducted at Site Plan. They include a new right-turn lane in the middle of the three driveways that will provide access to the site off Ponderosa Parkway, four (4) LID (Low Impact Development) basins to capture and meter out stormwater, and new 12-inch water and sewer lines along Ponderosa Parkway.

Key Considerations:

Staff approval of the Site Plan in 2019 and the Civil Engineering Plans in 2020 signifies the project complies with Title 10: Zoning Code and Title 13: Engineering Design Standards and Specifications for New Infrastructure. Thus, the developer was permitted to apply for additional grading and other permits, which have since been approved.

However, the applicant has opted to create a Condominium Plat to separate ownership of each unit from ownership of the land beneath. In this case, ownership is of the airspace within each unit and the limited common elements (porches, decks) associated with each unit. Shared areas inside each building and the spaces between the floor plates and walls are considered “common elements.” Tract “A” contains all areas outside of the buildings and the limited common elements. It is dedicated as a common element to the owner association and as a public utility easement for service to the condominiums. It includes tree and slope resources, amenities, private access easements, and drainage and detention basins. Staff approval of the Final Plat on October 16, 2020, signifies the project complies with Title 11, General Plans and Subdivisions.

On June 10, 2020 the Planning and Zoning Commission voted 5-0 in favor of forwarding this Preliminary Plat to the City Council with a recommendation of approval.”

Community Benefits and Considerations:

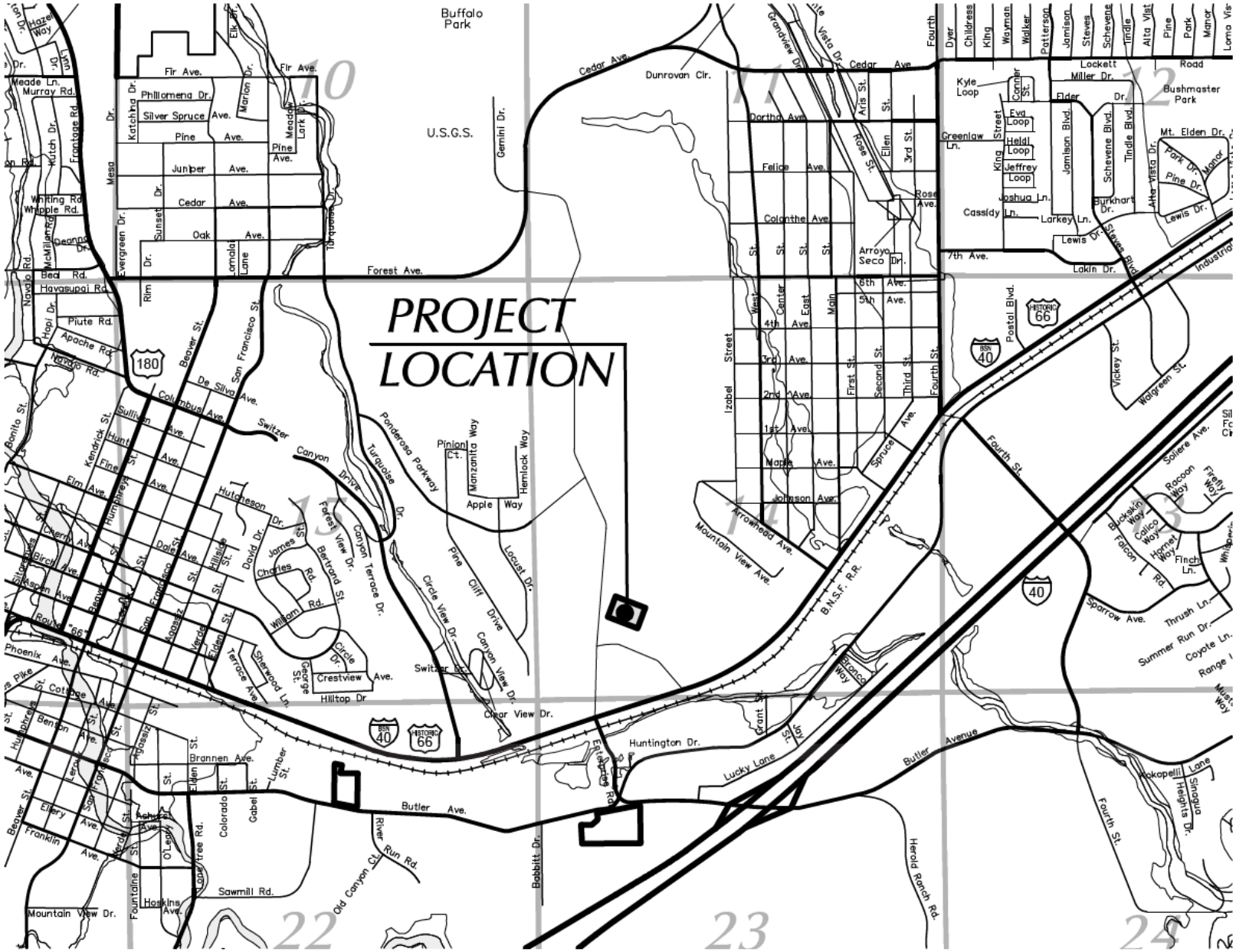
The community benefits that this project brings are encapsulated in the Regional Plan goals that it meets, such as promoting economic development, providing a diversity of house types at a variety of price points, and integrating open space characteristics into development.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments:

Vicinity Map
Presentation
Application
City/Subdivider Agreement
Final Plat


PROJECT LOCATION
Buffalo Park
U.S.G.S.
Cedar Ave.
Forest Ave.
Fir Ave.
Juniper Ave.
Pine Ave.
Silver Spruce Ave.
Oak Ave.
Cedar Ave.
Dunrovan Clr.
Gemini Dr.
Mesa Dr.
Evergreen Dr.
Sunset Dr.
Rim Dr.
Meade Ln.
Murray Rd.
Whiting Rd.
Whipple Rd.
Bed Rd.
Havasupai Rd.
Piute Rd.
Apache Rd.
Navajo Rd.
Hopi Dr.
Beaver St.
San Francisco St.
De Silva Ave.
Columbus Ave.
Switzer Canyon Drive
Turquoise Dr.
Ponderosa Parkway
Pinion Ct.
Manzanita Way
Hemlock Way
Apple Way
Pine Cliff Drive
Locust Dr.
Circle View Dr.
Canyon View Dr.
Canyon Terrace Dr.
Forest View Dr.
Bertrand St.
Hutcheson Dr.
David Dr.
James St.
Charles Rd.
William Rd.
Crestview Ave.
Circle Dr.
Hilltop Dr
Clear View Dr.
Switzer Dr.
Sherwood Ln.
Terrace Ave.
Elden St.
Humphreys St.
Kendrick St.
Bullion Ave.
Hunter Ave.
Fine St.
Elm Ave.
Dale Ave.
Birch Ave.
Phoenix Ave.
Pike St.
Cottage Ave.
Benton Ave.
Brannen Ave.
Lumber St.
Gabel St.
Colorado St.
Elden St.
Ashurst Ave.
Ellery Ave.
Franklin Ave.
Butler Ave.
River Run Rd.
Old Canyon Ct.
Sawmill Rd.
Mountain View Dr.
Fountaine
Hoskins Ave.
Babbitt Dr.
Huntington Dr.
Lucky Lane
Butler Avenue
Herald Ranch Rd.
Fourth St.
Cedar Ave.
Dortha Ave.
Felice Ave.
Colanthe Ave.
Arroyo Seco Dr.
Rose Ave.
Ellen St.
3rd St.
Aris St.
Grandview Dr.
Vista Dr.
Fourth
Dyer
Childress
King
Wayman
Walker
Patterson
Jamison
Steves
Schevene
Tindle
Alta Vist
Pine
Park
Manor
Lockett Road
Miller Dr.
Elder Dr.
Bushmaster Park
Mt. Elden Dr.
Park Dr.
Manor
Pine Dr.
Lewis Dr.
Kyle Loop
Connier St.
Greenlaw Ln.
Street
Eva Loop
Heidi Loop
King
Jeffrey Loop
Joshua Ln.
Cassidy Ln.
Larkey Ln.
Burkhart Dr.
Jamison Blvd.
Schevene Blvd.
Tindle Blvd.
Steves Blvd.
Lakin Dr.
7th Ave.
6th Ave.
5th Ave.
4th Ave
3rd Ave.
2nd Ave.
1st Ave.
Maple Ave.
Spruce Ave.
Johnson Ave.
Izabel Street
West
Center
East
Main
First St.
Second St.
Third St.
Fourth St.
Postal Blvd.
Industrial
Vickey St.
Walgreen St.
Soliere Ave.
Racoon Way
Firefly Way
Blackskin Way
Calico Way
Falcon
Homer Way
Finch Ln.
Sparrow Ave.
Thrush Ln.
Summer Run Dr.
Coyote Ln.
Range
Mustang Way
Bronco Way
Grant St.
Joy St.
Edwards Rd.
Hokopelli Lane
Sinagua Heights Dr.
B.N.S.F. R.R.
Arrowhead Ave.
Mountain View Ave.
Meadow Lark Dr.
Marion Dr.
Elk Dr.
Katchina Dr.
Phillomena Dr.
Tapadera
Lorraine Lane
Kutch Dr.
Frontage Rd.
Hazel Way
Lark Dr.
Meadow
Redwood
Terrace
Sterling
Roosevelt
Sinclair
Bonita St.
Kendrick St.
Humphreys St.
Beaver St.
Ellery Ave.
Franklin Ave.
Ashurst Ave.
Ollegard
Coconino
Hoskins Ave.
Fountaine
Mountain View Dr.
Sawmill Rd.
Old Canyon Ct.
River Run Rd.
Babbitt Dr.
Herald Ranch Rd.
Fourth St.
Butler Avenue
Lucky Lane
Huntington Dr.
Edwards Rd.
Joy St.
Grant St.
Bronco Way
B.N.S.F. R.R.
Arrowhead Ave.
Mountain View Ave.
Johnson Ave.
Maple Ave.
Spruce Ave.
Izabel Street
Fourth St.
Postal Blvd.
Vickey St.
Walgreen St.
Soliere Ave.
Racoon Way
Firefly Way
Blackskin Way
Calico Way
Falcon
Homer Way
Finch Ln.
Sparrow Ave.
Thrush Ln.
Summer Run Dr.
Coyote Ln.
Range
Mustang Way
Hokopelli Lane
Sinagua Heights Dr.
Butler Avenue
Fourth St.
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Sawmill Rd.
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Hoskins Ave.
Ollegard
Coconino
Colorado St.
Gabel St.
Lumber St.
Elden St.
Brannen Ave.
Ashurst Ave.
Ellery Ave.
Franklin Ave.
Beaver St.
San Francisco St.
Roosevelt
Sinclair
Terrace Ave.
Sterling
Redwood
Meadow
Lark Dr.
Marion Dr.
Elk Dr.
Katchina Dr.
Phillomena Dr.
Tapadera
Lorraine Lane
Kutch Dr.
Frontage Rd.
Hazel Way
Lark Dr.
Meade Ln.
Murray Rd.
Whiting Rd.
Whipple Rd.
Bed Rd.
Havasupai Rd.
Piute Rd.
Apache Rd.
Navajo Rd.
Hopi Dr.

Ponderosa Parkway Condominiums Unit 1

Final Plat Approval Request

City Council| November 3, 2020

Genevieve Pearthree | Planning Development Manager

TEAM FLAGSTAFF

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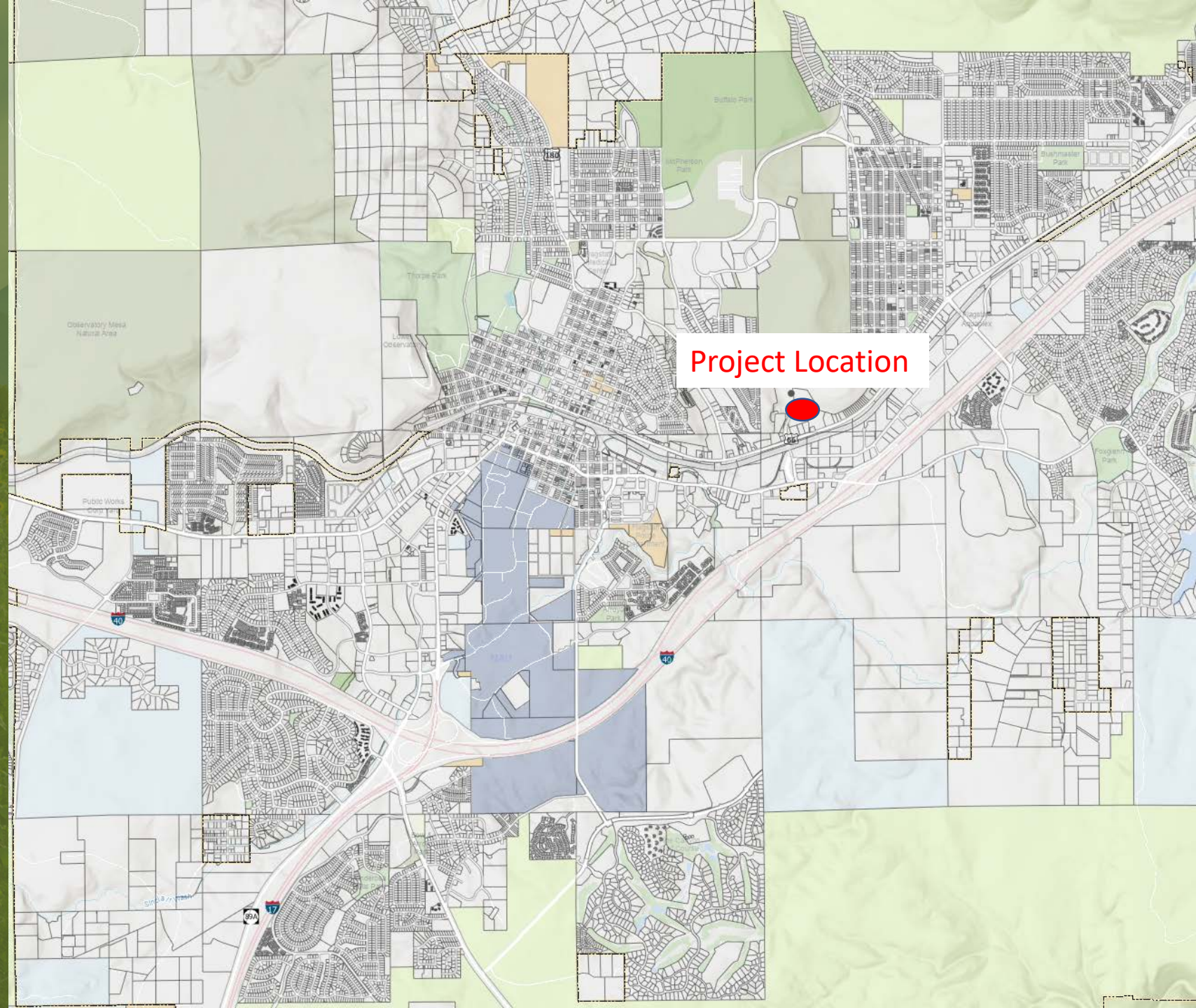
Request Overview

- Request from Ponderosa Parkway, LLC for **Final Plat approval** for a 26-unit residential condominium subdivision on 11.97 acres at 1650 E. Ponderosa Parkway in the HR Zone
  - Request is for Unit 1 of a larger, 3-unit 169-unit subdivision

- **Condominium plat creates individually owned units**
  - Turns residential units (apartments) into condos
  - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and porches)

Vicinity Map

1650 E. Ponderosa Parkway



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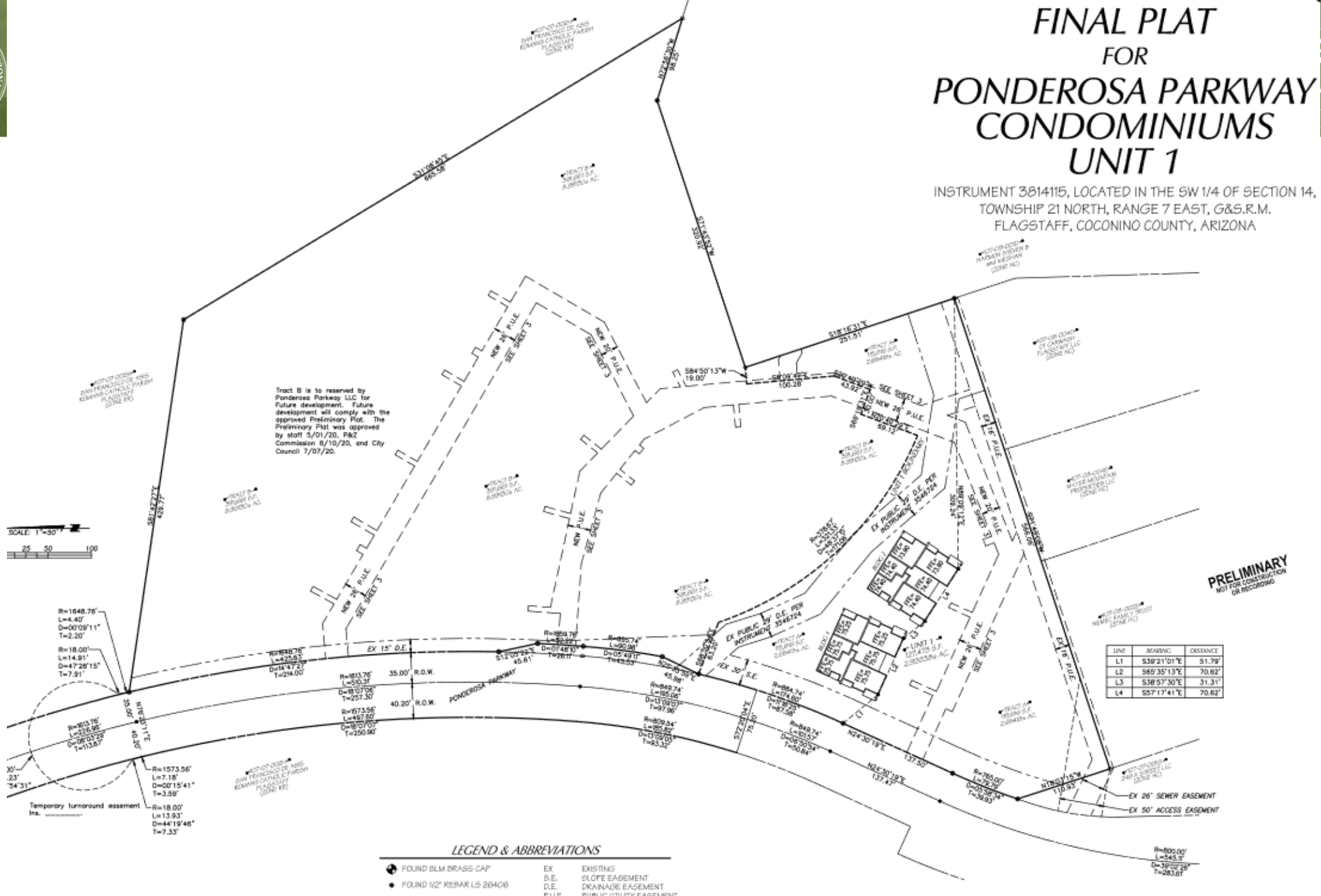
Development Overview

- 26 units in two 3-story buildings (13 units per building)
- Approval history
  - Staff approved site plan in May 2019
  - Council approved Large-Scale Zoning Map Amendment from RR to HR in September 2019
  - Civil Engineering plans approved June 2020
  - Council approved Preliminary Plat on July 7, 2020
- **Focus of Final Plat development request:** create a condominium project to enable individually-owned units

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



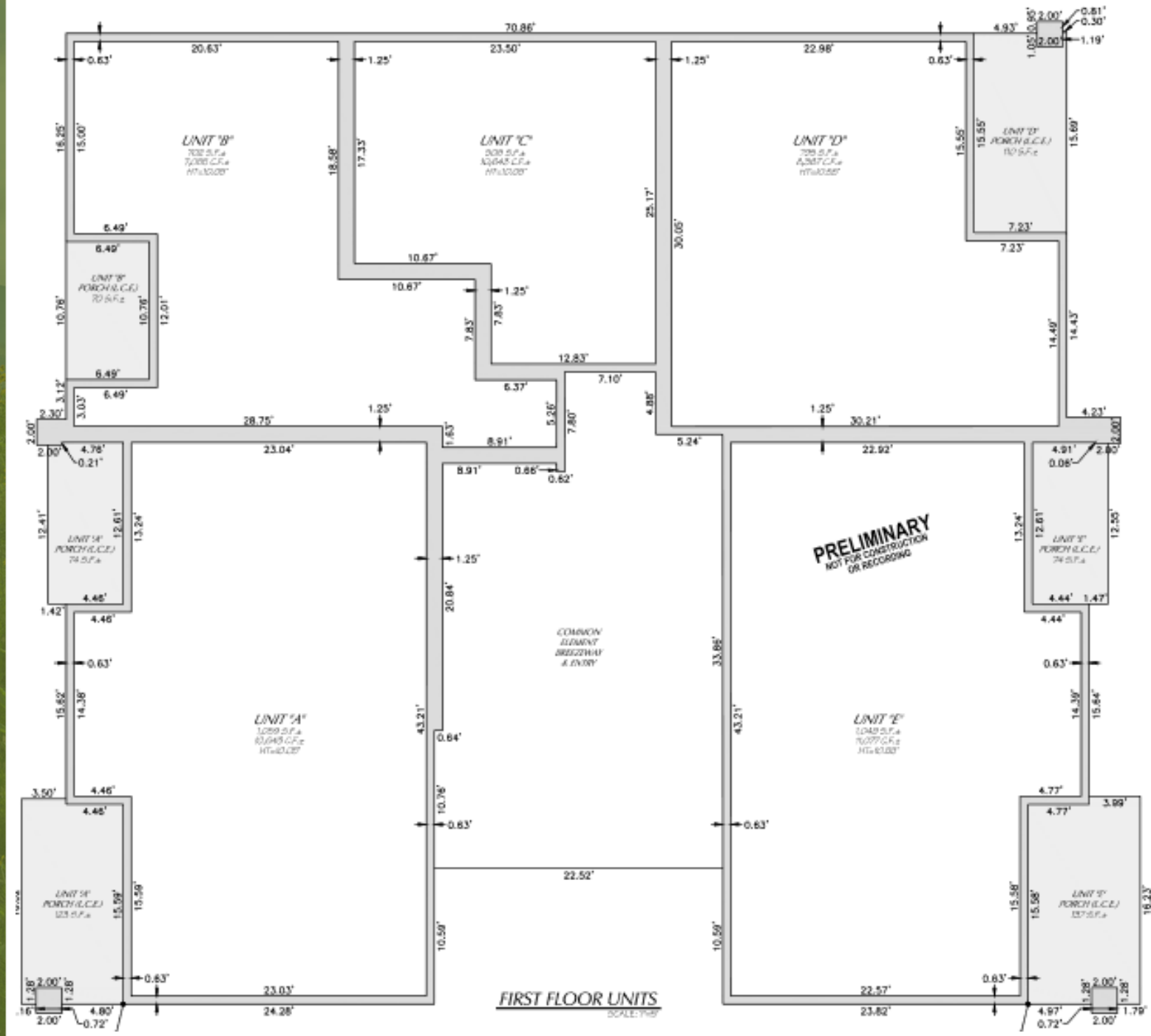
LINE	BEARING	DISTANCE
L1	S39°21'01"E	51.79'
L2	S65°35'13"E	70.62'
L3	S38°57'30"E	31.31'
L4	S57°17'41"E	70.62'

LEGEND & ABBREVIATIONS

- FOUND BLM BRASS CAP
- FOUND 1/2" REBAR LS 26406

EX	EXISTING
S.E.	SLOPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

First Floor



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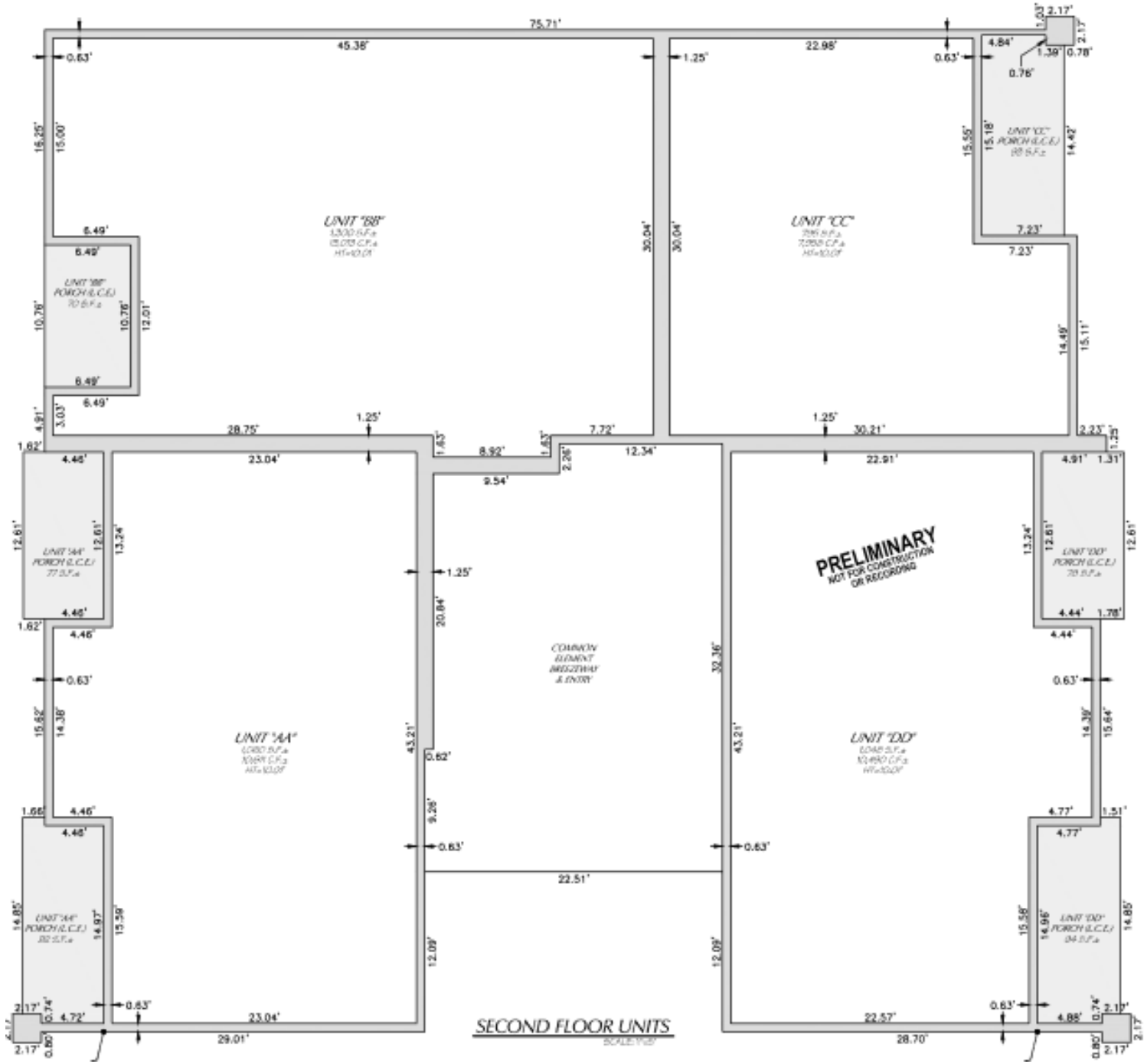
Second Floor



TEAM FLAGSTAFF

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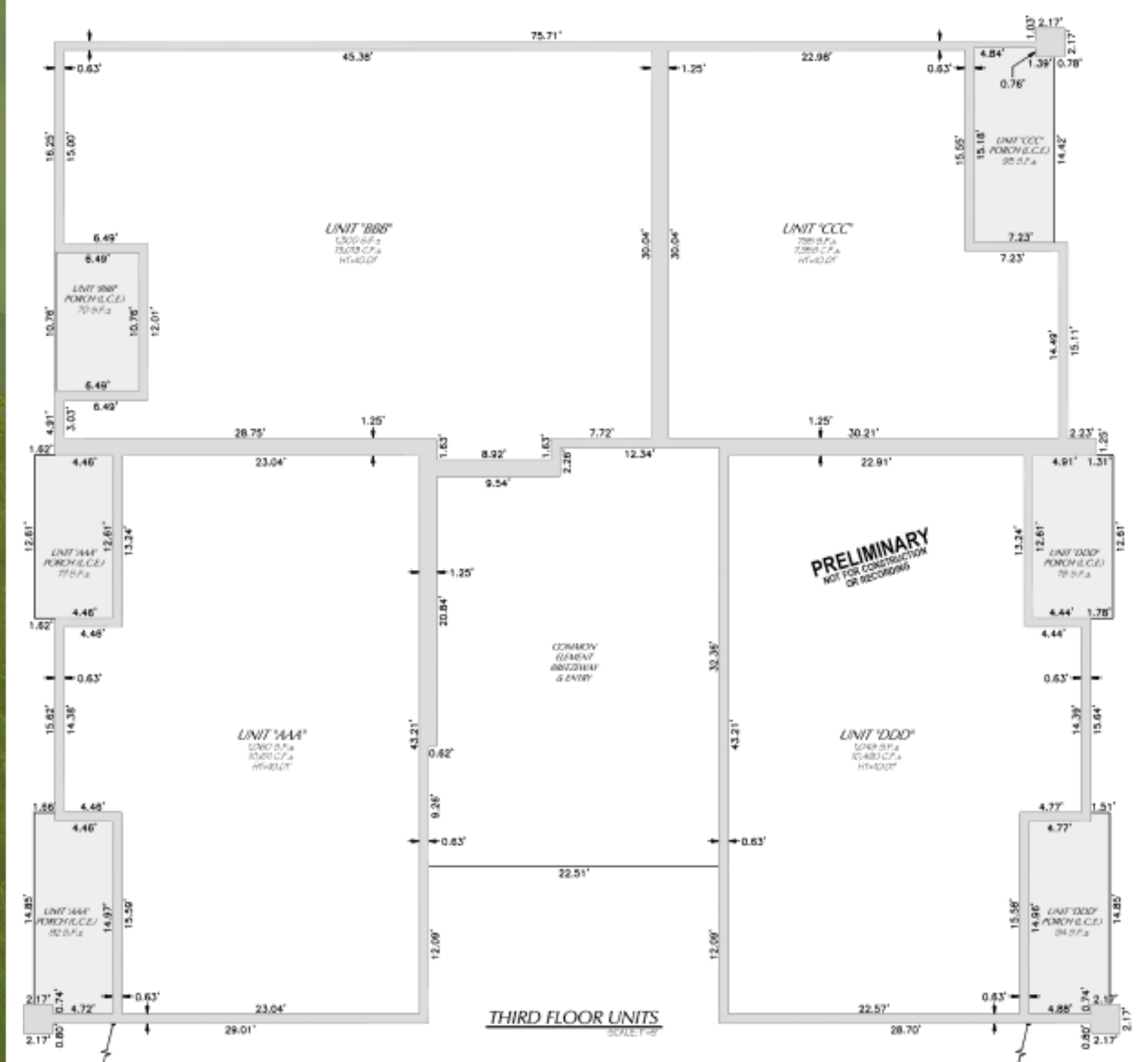
Third Floor

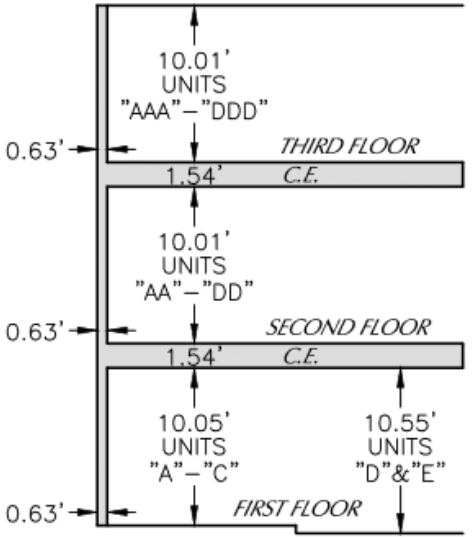


CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vertical airspace and building identification



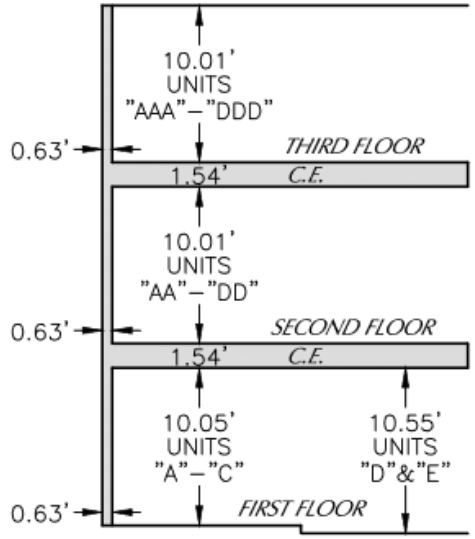
FINISH FLOOR ELEVATIONS

UNITS "A", "B" & "C": 6875.75

UNITS "D" & E": 6875.25

BUILDING 1 ELEVATION

SCALE: 1"=10'



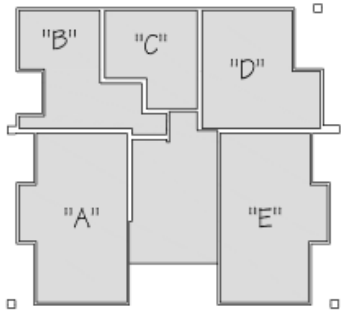
FINISH FLOOR ELEVATIONS

UNITS "A", "B" & "C": 6874.40

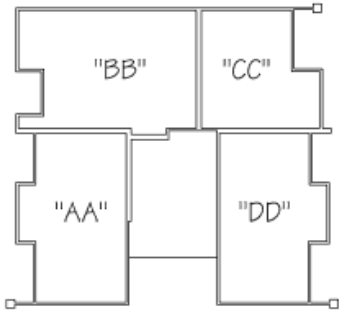
UNITS "D" & E": 6873.90

BUILDING 2 ELEVATION

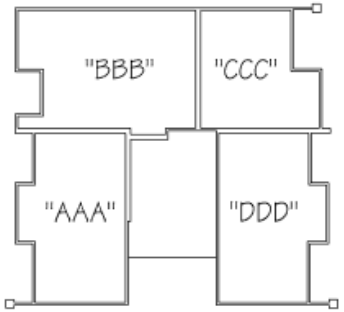
SCALE: 1"=10'



FIRST FLOOR
UNIT IDENTIFICATION



SECOND FLOOR
UNIT IDENTIFICATION



THIRD FLOOR
UNIT IDENTIFICATION

1650 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF

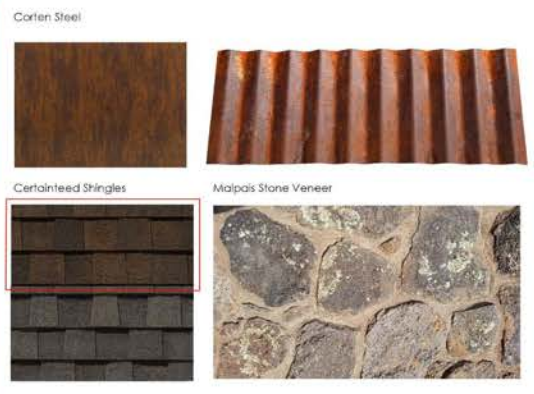
WE MAKE THE CITY BETTER

E1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

E6 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

A1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

A6 EAST ELEVATION
SCALE: 1/8" = 1'-0"



ASPHALT SHINGLE
ROOF FASCIA
LOWER EAVE 33' - 0"
BOARD AND BATTEN SIDING
CORNER TRIM
STAGGER SHAKE SIDING
3RD FLOOR 22' - 0"
HORIZONTAL LAP SIDING
2ND FLOOR 11' - 0"
STONE VENEER
BOARD & BATTEN SIDING
1ST FLOOR 0' - 0"
BELLY BAND TRIM
WINDOW AND DOOR TRIM
CORRUGATED METAL ACCENT ROOF WITH FASCIA
42' - 6"
42' - 6"
42' - 6"

Findings and Recommendation

Required Findings

- Staff and the Planning and Zoning Commission have found **the Final Plat meets the requirements** of:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

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

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Subdivision Review**	File Number PZ-17-00227-09

Property Owner(s) Ponderosa Parkway, LLC		**Phone** 928-774-0028
Mailing Address 2502 E. River Rd	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Applicant(s) Ponderosa Parkway, LLC		**Phone**
Mailing Address 2502 E. River Rd	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Project Representative Jack Kemmerly		**Phone** 928-774-0028
Mailing Address 102 S. Mikes Pike St.	**City, State, Zip** Flagstaff, Az 86001	**Email** jkemmerly@miramontehomes.com

Requested Review:
☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council
☐ Modified Subdivision ☐ Preliminary Plat ☒ Final Plat- Council

Project Name: Ponderosa Parkway Condominiums	**Site Address** 1640 & 1650 E. Ponderosa Parkway		**Parcel Number** 10707002E
Proposed Use Condominiums	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** N/A	
Zoning District HR	**Regional Plan Category** Suburban	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 11.936

Property Information:
☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Church	Commercial	Commercial	Fire Station

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Condominiums	169 total (26 in Unit 1)	169 total (26 in unit 1)	14.13 Units/Acre	78,689

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 8/17/20	Applicant Signature:	Date: 8/17/20

For City Use

Date Filed: 8/17/20	**Case Number (s)** PZ-17-00227-09	
P & Z Hearing Date: NA		**Publication and Posting Date:** NA
Council Hearing Date: 11/3/20		**Publication and Posting Date:** NA
Fee Receipt Number: REC-2021034	**Amount:** $1.840.00	**Date:** 8/18/20

Action by Planning and Zoning Commission: NA	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and _____ Ponderosa Parkway, LLC _____ Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E TH

WHEREAS, _____ Ponderosa Parkway, LLC _____ (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as _____ Ponderosa Parkway Condominiums ___ ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

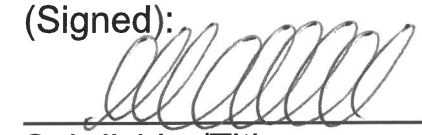
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):



Subdivider/Title

Chris Kemmerly/Manager

Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission expires:

Dated this _____ day of _____ 20_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: PONDEROSA PARKWAY, L.L.C., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF PONDEROSA PARKWAY CONDOMINIUMS – UNIT 1, A SUBDIVISION OF INSTRUMENT 3814115, RECORDS OF COCONINO COUNTY. LOCATED IN THE SW 1/4 OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE UNITS AND TRACTS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENTS AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN. A PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF FLAGSTAFF FOR PUBLIC USE AS SHOWN HEREON. CITY OF FLAGSTAFF AND OTHER UTILITIES SHALL HAVE THE RIGHT TO LOCATE OPERATE, REPAIR, REPLACE, ALTER AND MAINTAIN UNDERGROUND UTILITY SERVICES OF ALL TYPES, AND SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS SAID EASEMENT FOR SUCH WORK, AND MAY REMOVE, ALTER OR MAINTAIN VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS WITHIN THE LIMITS OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT THAT CONFLICT WITH THE PUBLIC UTILITY USES. THE HOMEOWNERS ASSOCIATION SHALL REMAIN RESPONSIBLE FOR ANY ONGOING MAINTENANCE OF THE SURFACE OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT.

TRACT "B" IS HEREBY RESERVED BY PONDEROSA PARKWAY, L.L.C. FOR FUTURE DEVELOPMENT.

IN WITNESS WHEREOF: PONDEROSA PARKWAY, L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20____,

BY: _____
CHRISTOPHER KEMMERLY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CHRISTOPHER KEMMERLY, MANAGING MEMBER OF PONDEROSA PARKWAY, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT PONDEROSA PARKWAY, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

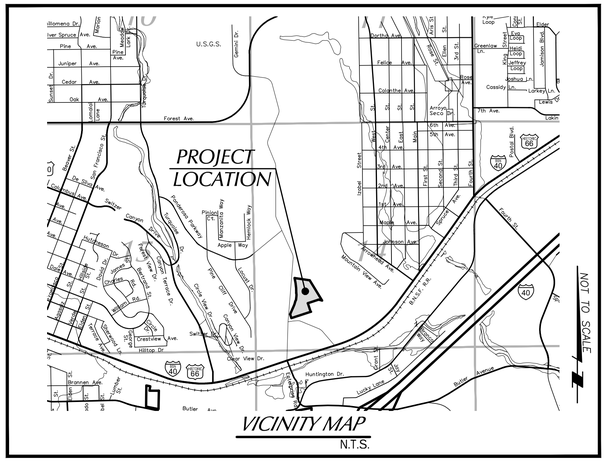
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE PLANNING DIRECTOR AND CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
PLANNING DIRECTOR

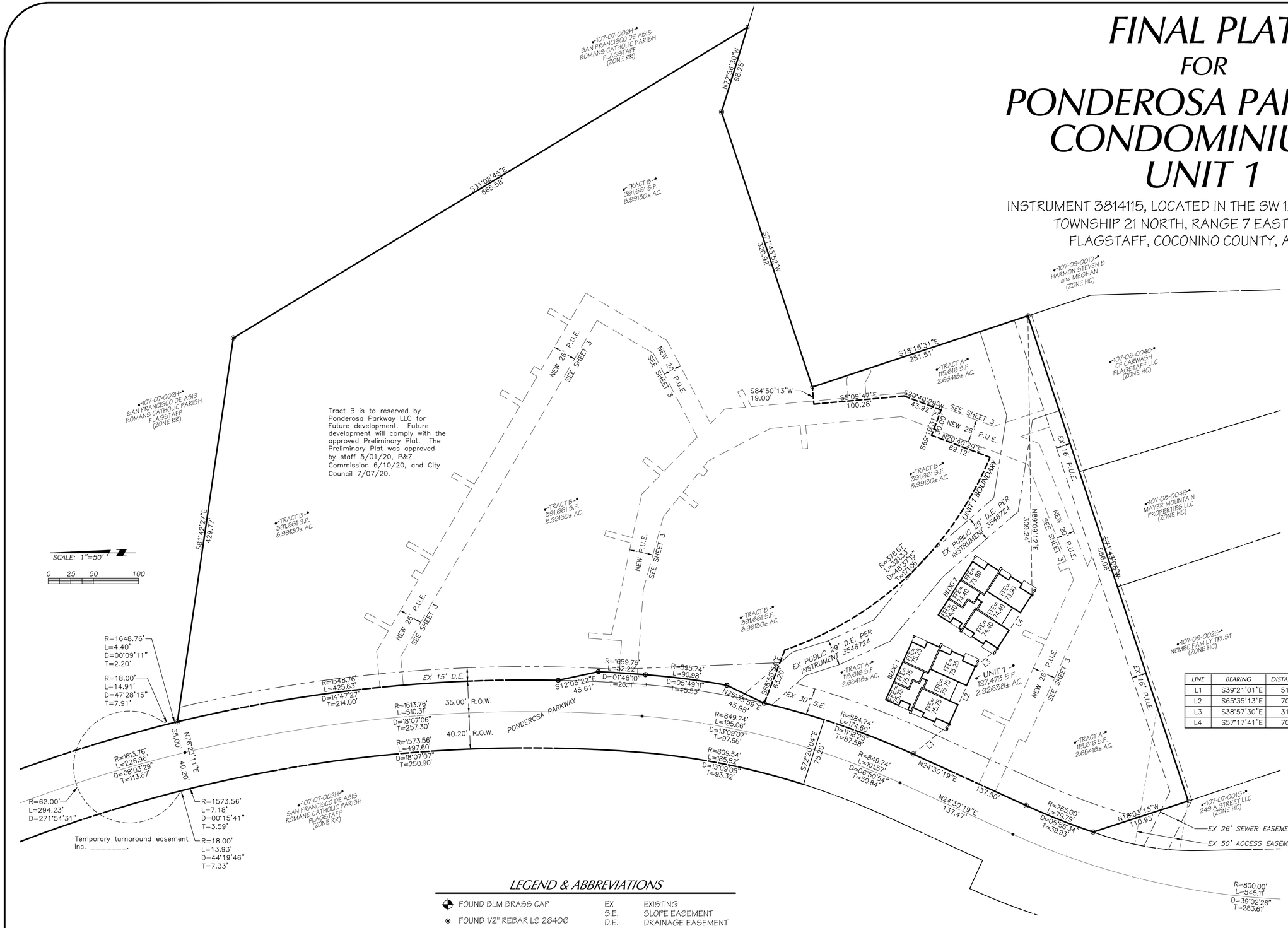
BY: _____
CITY ENGINEER

CCR'S Instrument _____


PROJECT LOCATION
U.S.G.S.
Forest Ave.
Beaver St.
Humphreys St.
Milton Rd.
Switzer Canyon Dr.
Fort Valley Rd.
Lone Tree Rd.
Woodlands Village Blvd.
Route 66
Huntington Dr.
Butler Ave.
Lucky Lane
Blue Ridge Dr.
Ponderosa Parkway
Apache Way
Navajo Way
Aspen Ave.
Cedar Ave.
Juniper Ave.
Pine Ave.
Spruce Ave.
Cherry Ave.
Elm Ave.
Birch Ave.
Fir Ave.
Willow Ave.
Maple Ave.
Linda Vista Dr.
Cheshire Dr.
Oxford Dr.
Cambridge Dr.
Kensington Dr.
Greenlaw Ln.
Cassidy Dr.
Lowell Ln.
Locust
Leroux St.
Mike's Pike
Switzer Canyon Dr.
Country Club Dr.
Fanning Dr.
Crescent Moon Dr.
Sinclair Dr.
Creekview Ct.
Hilltop Dr.
Ponderosa Trail
Ponderosa Trail Dr.
Ponderosa Pkwy
Ponderosa Trail Cir.
Ponderosa Trail Ct.
Ponderosa Trail Ln.
Ponderosa Trail Pl.
Ponderosa Trail Way
Ponderosa Trail Loop
Ponderosa Trail Ave.
Ponderosa Trail Dr.

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



Tract B is to reserved by Ponderosa Parkway LLC for Future development. Future development will comply with the approved Preliminary Plat. The Preliminary Plat was approved by staff 5/01/20, P&Z Commission 6/10/20, and City Council 7/07/20.

LINE	BEARING	DISTANCE
L1	S39°21'01"E	51.79'
L2	S65°35'13"E	70.62'
L3	S38°57'30"E	31.31'
L4	S57°17'41"E	70.62'

LEGEND & ABBREVIATIONS

- FOUND BLM BRASS CAP
- FOUND 1/2" REBAR LS 26406
- FOUND REBAR W/CAP LS 48756
- FOUND REABR W/CAP LS 4321
- CORNER TO BE SET

EX	EXISTING
S.E.	SLOPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
AC.	ACRES
R.O.W.	RIGHT OF WAY
FFE	FINISH FLOOR ELEVATION
BLDG	BUILDING

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
PRELIMINARY
AS OF CONSTRUCTION
OR RECORDING
AND SIGNED
ARIZONA U.S.A.

PONDEROSA PARKWAY CONDOMINIUMS 9/30/20
UNIT 1 - FINAL PLAT MES# 18275
OVERALL PLAT & UNIT BOUNDARY

DATE: 9/30/20	REVISIONS: PER C.O.F. COMMENTS DATED 9/30/20
PROJECT NO. 18275	PER C.O.F. COMMENTS DATED 9/21/20
DESIGNED BY: MWE	FN: SHEET-02
DRAWN BY: MWE	VERT SCALE: N/A
CHECKED BY: KVH	HOR SCALE: 1"=50'

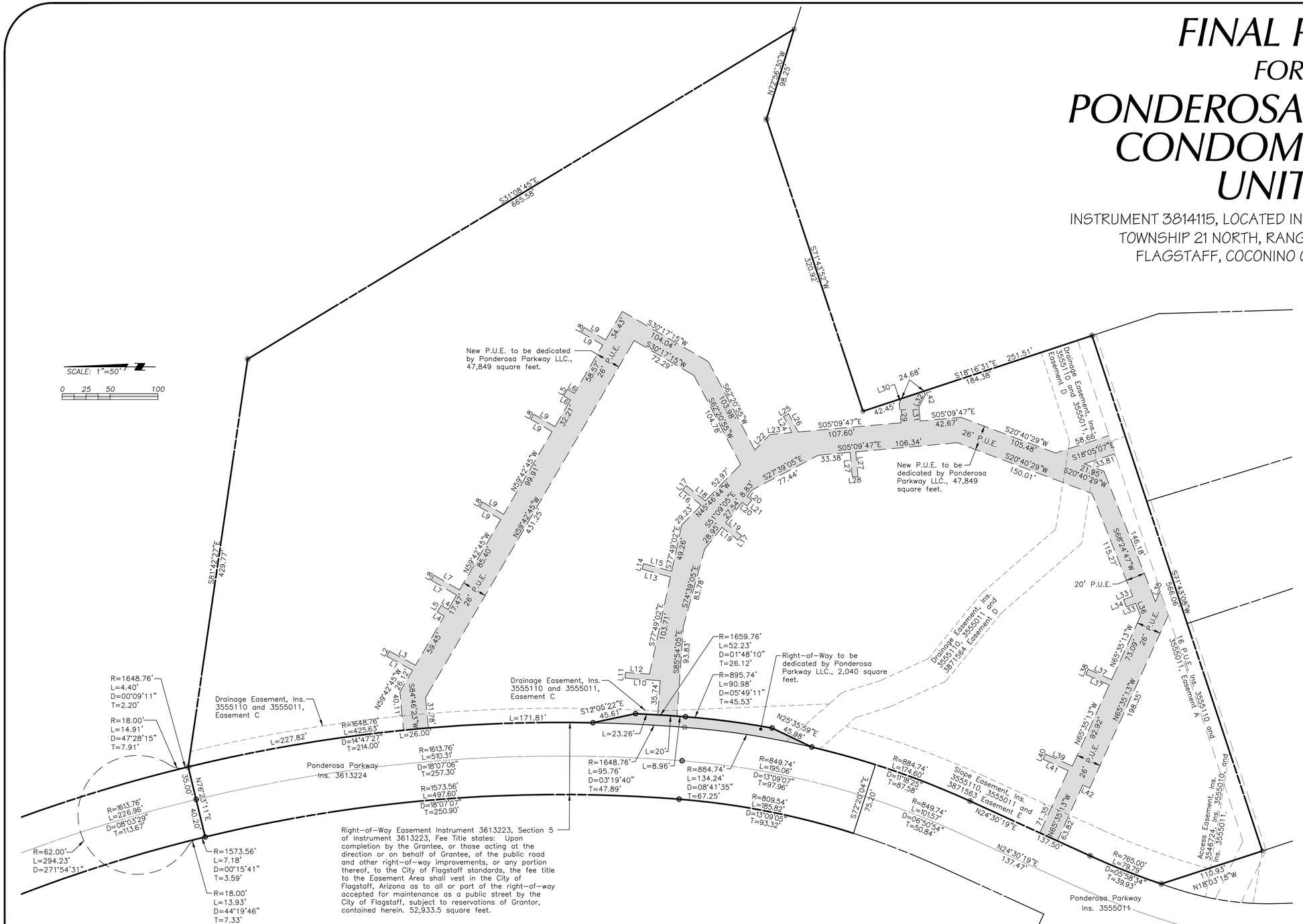
COF PROJECT # PZ-17-00227-09

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=50'

0 25 50 100



LINE	BEARING	DISTANCE
L1	S28°31'23"W	30.65'
L2	S61°28'37"E	6.00'
L3	S28°31'23"W	30.84'
L4	S30°17'15"W	8.50'
L5	S59°42'45"E	8.00'
L6	S30°17'15"W	8.50'
L7	S30°17'15"W	30.73'
L8	S59°42'45"E	6.00'
L9	S30°17'15"W	25.73'
L10	S04°05'55"W	36.73'
L11	S85°54'05"E	6.00'
L12	S04°05'55"W	25.05'
L13	S15°20'55"W	30.66'
L14	S74°39'05"E	6.00'
L15	S15°20'55"W	30.33'
L16	S38°50'55"W	24.93'
L17	S51°09'05"E	6.00'
L18	S38°50'55"W	25.50'
L19	N38°50'55"E	21.37'
L20	N38°50'55"E	6.26'
L21	N51°09'05"W	8.00'
L22	N45°46'44"W	22.50'
L23	S05°09'47"E	23.19'
L24	S62°20'55"W	18.96'
L25	S27°39'05"E	6.00'
L26	S62°20'55"W	21.45'
L27	N84°50'13"E	25.73'
L28	N05°09'47"W	6.00'
L29	S85°10'29"W	20.88'
L30	S61°41'41"E	5.09'
L31	S85°10'29"W	14.81'
L32	S61°41'41"E	14.04'
L33	S20°35'13"E	10.19'
L34	N69°24'47"E	8.00'
L35	N65°35'13"W	12.22'
L36	S68°24'47"W	14.15'
L37	S24°24'47"W	26.73'
L38	S65°35'13"E	6.00'
L39	S24°24'47"W	30.73'
L40	S65°35'13"E	6.00'
L41	S24°24'47"W	28.73'
L42	S24°24'47"W	8.00'
L43	S73°18'19"W	4.29'

LEGEND & ABBREVIATIONS

- FOUND BLM BRASS CAP
- FOUND 1/2" REBAR LS 26406
- FOUND REBAR W/CAP LS 48756
- FOUND REABR W/CAP LS 4321
- CORNER TO BE SET

EX	EXISTING
S.E.	SLOPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
AC.	ACRES
R.O.W.	RIGHT OF WAY
FFE	FINISH FLOOR ELEVATION
BLDG	BUILDING
INS.	INSTRUMENT

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

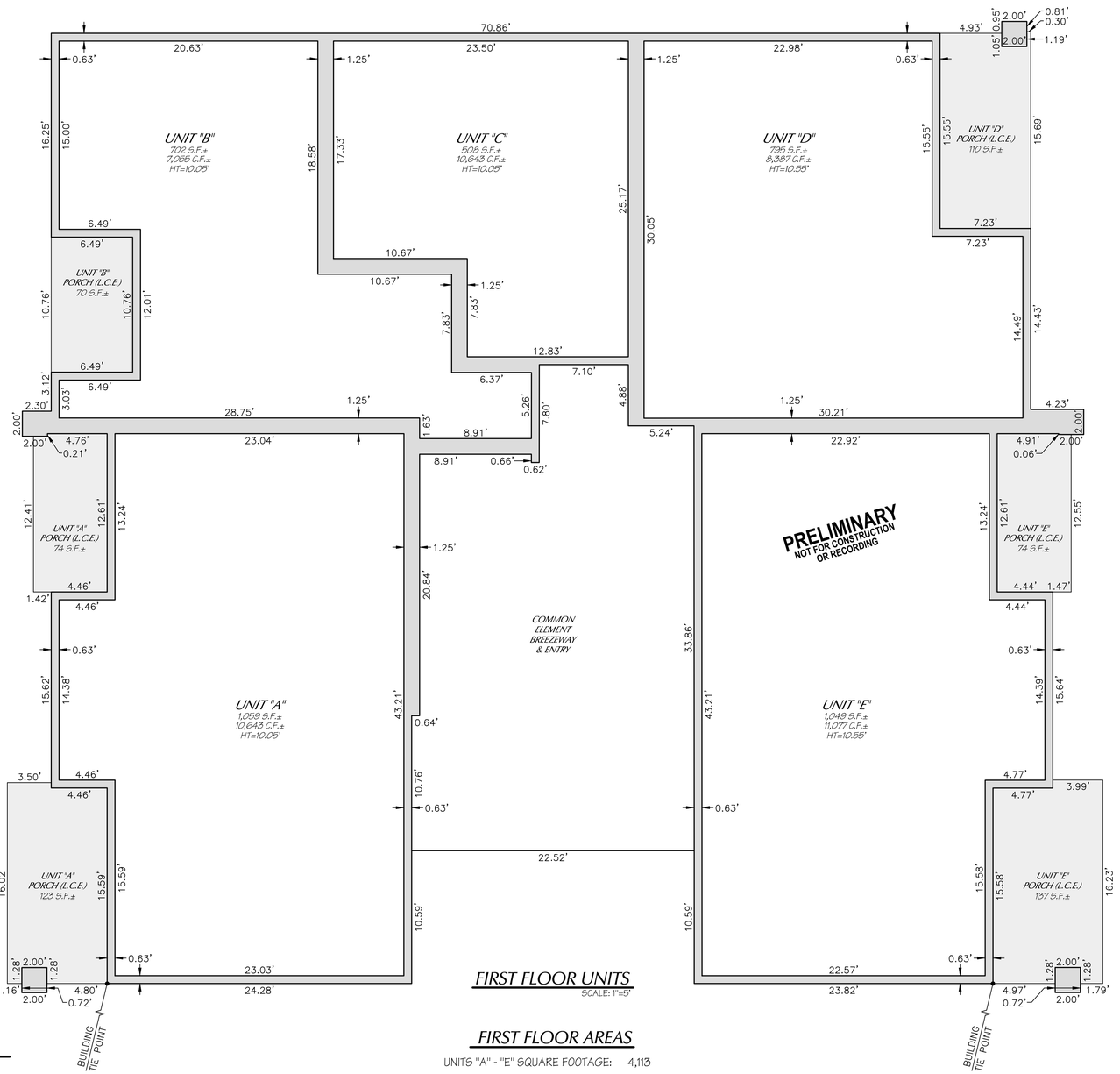
PONDEROSA PARKWAY CONDOMINIUMS 9/30/20
UNIT 1 - FINAL PLAT MES# 18275
R.O.W. & EASEMENT DEDICATION

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
REGISTERED LAND SURVEYOR ARIZONA U.S.A.

DATE: 9/30/20	PROJECT NO. 18275	REVISIONS: PER C.O.F. COMMENTS DATED 8/31/20
DESIGNED BY: MME	PN: SHEET-03	PER C.O.F. COMMENTS DATED 9/21/20
DRAWN BY: MME	VERT SCALE: N/A	HOR SCALE: 1"=50'
CHECKED BY: KVH		

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



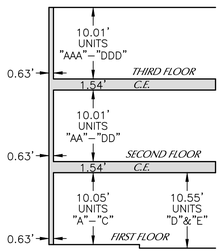
FIRST FLOOR UNITS
SCALE: 1"=5'

FIRST FLOOR AREAS

UNITS "A" - "E" SQUARE FOOTAGE:	4,113
1ST FLOOR C.E. SQUARE FOOTAGE:	1,228
1ST FLOOR L.C.E. SQUARE FOOTAGE:	588

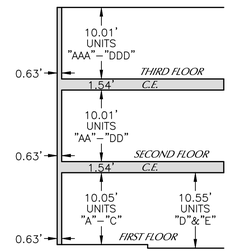
ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT



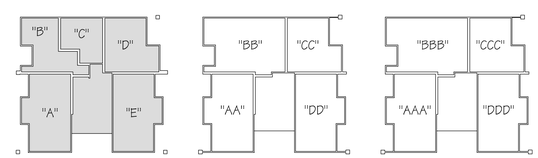
FINISH FLOOR ELEVATIONS
UNITS "A", "B" & "C": 6875.75
UNITS "D" & E": 6875.25

BUILDING 1 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNITS "A", "B" & "C": 6874.40
UNITS "D" & E": 6873.90

BUILDING 2 ELEVATION
SCALE: 1"=10'



FIRST FLOOR UNIT IDENTIFICATION
SECOND FLOOR UNIT IDENTIFICATION
THIRD FLOOR UNIT IDENTIFICATION

1650 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION

COF PROJECT # PZ-17-00227-09

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

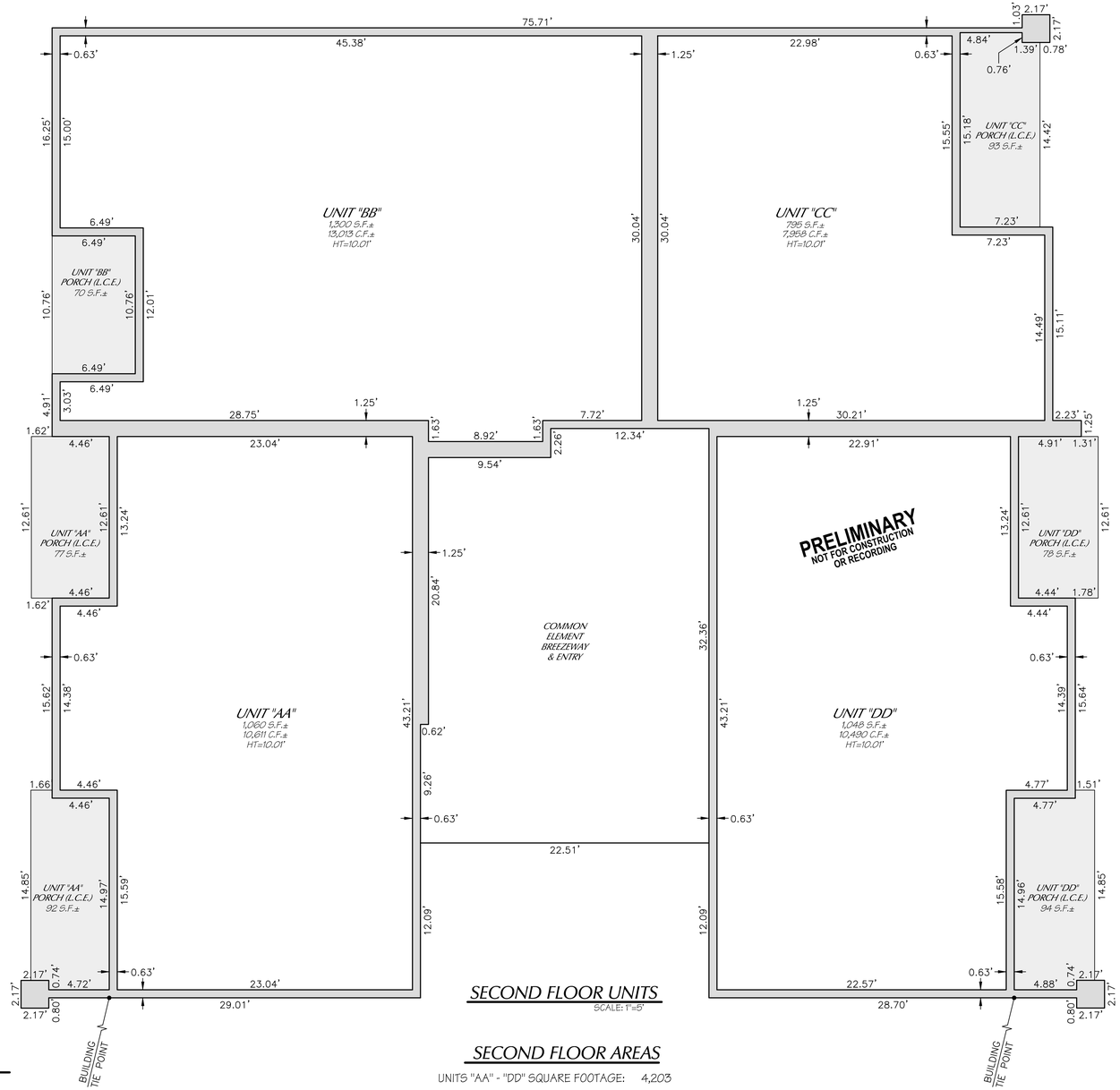
REGISTERED LAND SURVEYOR CERTIFICATE PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING Jane Bothwell ARIZONA U.S.A.

PONDEROSA PARKWAY CONDOMINIUMS 9/30/20
UNIT 1 - FINAL PLAT
FIRST FLOOR PLAT
MES# 18275

DATE: 9/30/20	REVISIONS PER C.O.F. COMMENTS DATED 8/31/20
DESIGNED BY: MKE	PROJECT NO. 18275
DRAWN BY: MKE	FN: SHEET-05
CHECKED BY: KVH	VERT SCALE: N/A
	HOR SCALE: 1"=5'

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



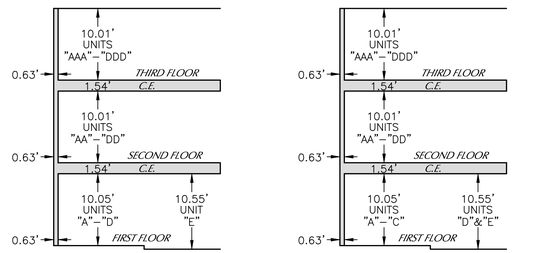
SECOND FLOOR UNITS
SCALE: 1"=5'

SECOND FLOOR AREAS

UNITS "AA" - "DD" SQUARE FOOTAGE:	4,203
2ND FLOOR C.E. SQUARE FOOTAGE:	1,104
2ND FLOOR L.C.E. SQUARE FOOTAGE:	504

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

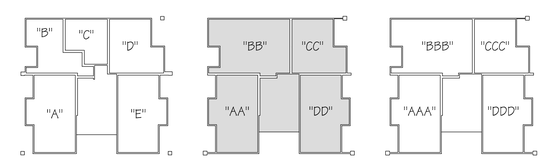


FINISH FLOOR ELEVATIONS
UNITS "AA" & "BB": 6887.34
UNITS "CC" & "DD": 6887.34

BUILDING 1 ELEVATION
SCALE: 1"=10'

FINISH FLOOR ELEVATIONS
UNITS "AA" & "BB": 6885.99
UNITS "CC" & "DD": 6885.99

BUILDING 2 ELEVATION
SCALE: 1"=10'



FIRST FLOOR UNIT IDENTIFICATION
SECOND FLOOR UNIT IDENTIFICATION
THIRD FLOOR UNIT IDENTIFICATION

1650 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION

SHEET NO. 5 OF 6
COF PROJECT # PZ-17-00227-09

PONDEROSA PARKWAY CONDOMINIUMS 9/30/20
UNIT 1 - FINAL PLAT
SECOND FLOOR PLAT
MES# 18275

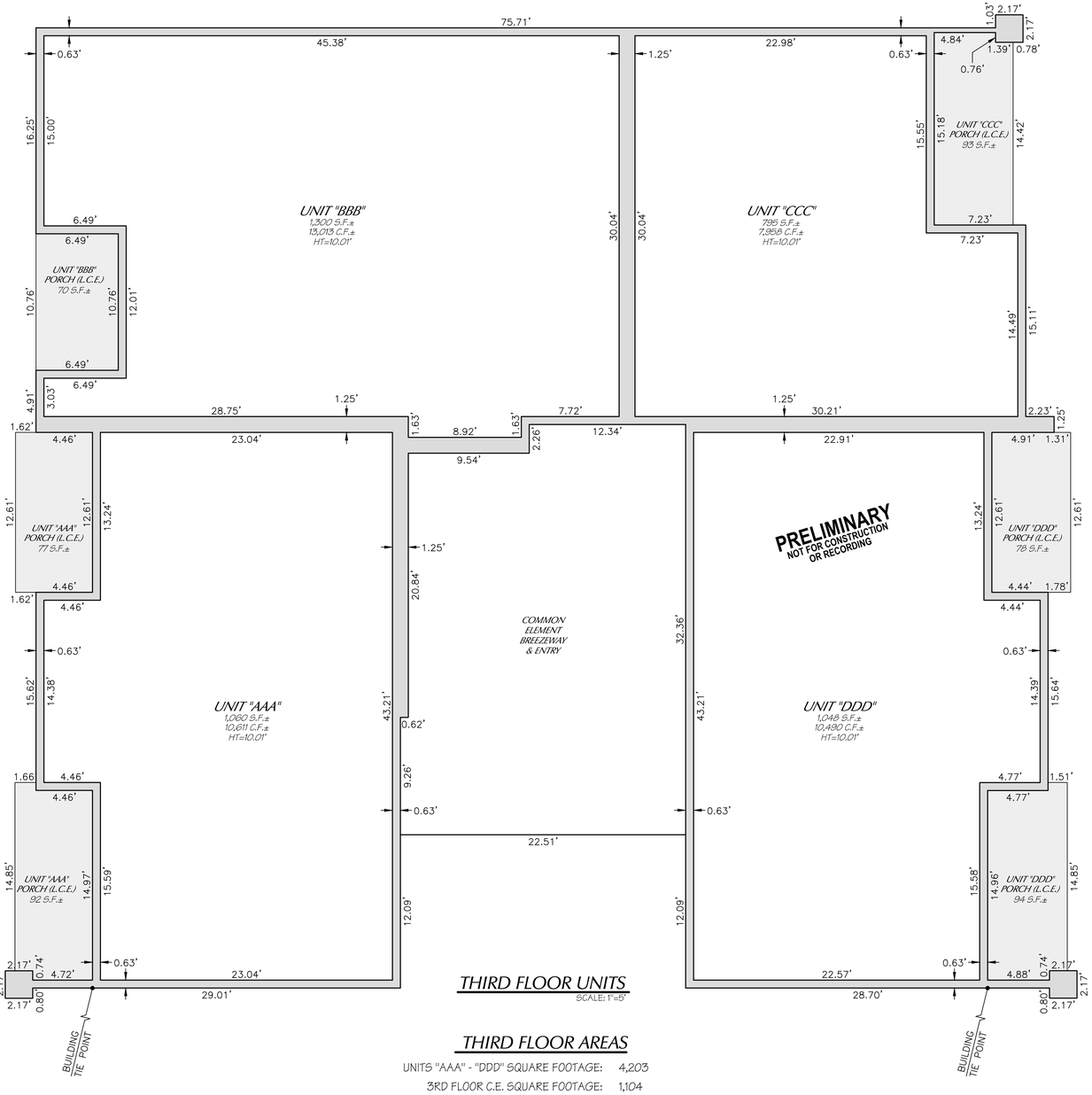
Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR CERTIFICATE
PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
Jeff Sinclair MILLER
Signed
ARIZONA U.S.A.

DATE 9/30/20	REVISIONS PER C.O.F. COMMENTS DATED 8/31/20
DESIGNED BY: MME	PROJECT NO. 18275
DRAWN BY: MME	FN: SHEET-05
CHECKED BY: KVH	VERT SCALE: N/A
	HOR SCALE: 1"=5'

FINAL PLAT
FOR
PONDEROSA PARKWAY CONDOMINIUMS UNIT 1

INSTRUMENT 3814115, LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



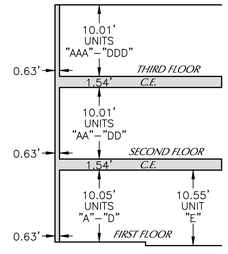
THIRD FLOOR UNITS
SCALE: 1"=5'

THIRD FLOOR AREAS

UNITS "AAA" - "DDD" SQUARE FOOTAGE:	4,203
3RD FLOOR C.E. SQUARE FOOTAGE:	1,104
3RD FLOOR L.C.E. SQUARE FOOTAGE:	504

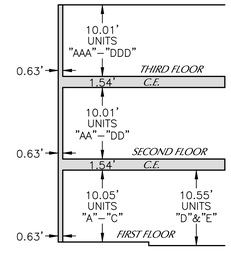
ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT



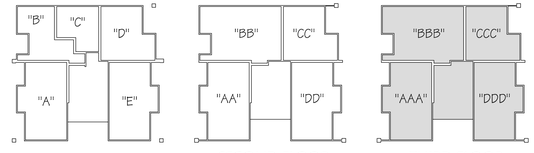
FINISH FLOOR ELEVATIONS
UNITS "AAA" & "BBB": 6898.89
UNITS "CCC" & "DDD": 6898.89

BUILDING 1 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNITS "AAA" & "BBB": 6897.54
UNITS "CCC" & "DDD": 6897.54

BUILDING 2 ELEVATION
SCALE: 1"=10'



FIRST FLOOR UNIT IDENTIFICATION
SECOND FLOOR UNIT IDENTIFICATION
THIRD FLOOR UNIT IDENTIFICATION

1650 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
REGISTERED LAND SURVEYOR CERTIFICATE
Date Signed
ARIZONA U.S.A.

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PONDEROSA PARKWAY CONDOMINIUMS 9/30/20
UNIT 1 - FINAL PLAT
THIRD FLOOR PLAT
MES# 18275

DATE: 9/30/20 | PROJECT NO. 18275 | REVISIONS PER C.O.F. COMMENTS DATED 9/8/20
DESIGNED BY: MWE | FN: SHEET-06 | VERT SCALE: N/A
DRAWN BY: MWE | HOR SCALE: 1"=5'
CHECKED BY: KVH

6. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick Brown, Purchasing Director
Co-Submitter:	Jessica Cortes, Court Administrator
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Approval of Contract: Public Defender Services for the Flagstaff Municipal Court

STAFF RECOMMENDED ACTION:

1. Approve the multi-year Public Defender Services contract with Harris & Winger PC for an annual amount of $412,000.00 with an annual increase of 2%.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This agreement allows for the use of a Public Defender to represent indigent clients for all court settings, including but not limited to pre-trial conferences, evidentiary hearings, motions in limine, trials, sentencing, change plea hearings, and revocation of probation hearings. In addition, the Public Defender shall attend all court settings arising out of Appeals and Special Actions on Flagstaff Municipal Court decisions. The appointed Public Defender shall be responsible for providing personal consultation with clients prior to pre-trial conferences when requested or otherwise appropriate and for interviews of all witnesses. The Public Defender is required to maintain personal contact with the defendant until the case is terminated and is required to reasonable diligence in notifying a defendant of official court actions resulting from the defendant's nonappearance at a scheduled court session.

The contract amount exceeds Administrative authority and requires City Council action.

Financial Impact:

The Municipal Court has a budget of $414,350 for fiscal year 2020-21 in the General Fund account 001-01-016-0060-1-4205 (Legal Fees). The contract has been negotiated to allow for an annual increase of 2%, down from 3% to account for inflation.

Policy Impact:

Legal representation is required per the Arizona Revised Statutes Rules of Criminal Procedure - Rule 6.2. Appointment of Counsel for Indigent Defendants.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community - Foster a safe secure and healthy community by providing adequate funds for the public defender contract, that provides the legal representation of counsel for indigent individuals charged with a crime in the Flagstaff Municipal Court, in compliance with Arizona Rules of Criminal Procedure – Rule 6 Right to Counsel.

Has There Been Previous Council Decision on This:

City Council has approved the use of contracted Public Defender Service for the last 20 years.

Options and Alternatives:

1. Approve the contract for Public Defender Services
2. Do not approve the contract and provide services by other means.
3. Do not approve the contract and go out with another competitive Request for Proposals
4. Do not approve the contract and bring the contract in-house with the hiring of attorneys employed by the City

Background/History:

On June 15, 2020, Purchasing posted a Request for Proposals for Public Defender Services on the PlanetBids website and advertised the RFP in the Arizona Daily Sun on June 17 and 24 of 2020. There was one (1) proposal received from Harris and Winger and was opened electronically on July 17, 2020. A five-member Selection Committee consisting of City staff reviewed and evaluate the proposal. Based upon the numerical scoring of the proposal, the Selection Committee determined that Harris and Winger was very qualified to perform the Public Defender services. Harris and Winger scored very high (2280 out of 2500 points), and demonstrated clear knowledge and experience providing public defender services, as well as the needs of the City.
Additionally, Harris and Winger's fee in their original proposal included a 3% annual increase beginning in 2021, staff has negotiated the percentage down to 2% annually.

Key Considerations:

Harris and Winger, P.C. has extensive experience defending the rights of people arrested and accused of criminal offenses. This firm has served as the Public Defender for the City of Flagstaff for the past 20 years. This contract will allow for the continuance of a solid relationship with the City Court Administration.

Community Benefits and Considerations:

This contract will provide Public Defender services for individuals who otherwise could not afford legal representation.

Expanded Options and Alternatives:

1. Approve the contract for Public Defender Services
2. Do not approve the contract and provide services by other means. This will require the appointment of individual attorneys to each case that qualifies for legal representation at least on a temporary basis. Each attorney will in turn bill for their respective time on a particular case. This will most likely result in a higher overall cost for public defender services.
3. Do not approve the contract and go out with another competitive Request for Proposals. This would require more time to solicit the RFP that would result in the current contract expiring leaving the City without Public Defender services.
4. Do not approve the contract and bring the contract in-house with the hiring of attorneys employed by the City. This would require an additional budget for employees, equipment, and materials. Additionally, policies and procedures would need to be developed.

Attachments: Public Defender Contract

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2020-101

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and, Harris & Winger, P.C., a corporation with offices at 6 E. Aspen Avenue, Flagstaff, Arizona 86001 ("Consultant").

WHEREAS, the City of Flagstaff desires to receive and Consultant is able to provide Public Defender Services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the "parties") agree as follows:

SERVICES

1. Scope of Work: Consultant shall provide Public Defendant services for the representation of indigent defendants in the Flagstaff Municipal Court as generally described as followed:

PUBLIC DEFENDER SERVICES

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

2. Compensation: In consideration for the Consultant's satisfactory performance, City shall pay Consultant **four hundred twelve thousand dollars $412,000.00,** with an annual increase of 2%. Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price adjustment 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 into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit B.*

4. Key Personnel/Subcontractors: Consultant's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Shannon Anderson. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

6. City Cooperation: City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.

8. Extension: This Contract may be extended for up to two (2) additional one-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.

9. Additional Services: The City reserves the right to add or remove services at any time as needed for the election campaign. Service revisions will be made through written amendment pursuant to Article 41 of the Standard Terms and Conditions contained in this contract as *Exhibit B.*

DATA AND RECORDS

10. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

11. Re-Use. City may use City's work product without further compensation to Consultant; provided, however, City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Consultant or any third parties without City's prior written consent.

12. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

MISCELLANEOUS

13. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick Brown, C.P.M., CPPB
Purchasing Director
Flagstaff Municipal Court
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

To Consultant:

Kevin Harris, Senior Managing Partner
Harris & Winger, P.C.
6 E. Aspen Avenue
Flagstaff, Arizona 86001
kevin@azharrislaw.com

14. 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.

HARRIS & WINGER, P.C.

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

Scope of Public Defender Services:

The City of Flagstaff ("City"), a municipal corporation, is issuing this Request for Proposals ("RFP") to obtain detailed information concerning the qualifications of law firms or attorneys desirous of providing public defender services to the City.

1. The Agreement for Public Defender Services is for the representation of indigent defendants in the Flagstaff Municipal Court. Case information is attached for review and assistance in preparing your proposal.

2. The Public Defender agrees to represent all indigent appointments made by the Flagstaff Municipal Court Magistrates or defendants entitled to representation as set forth in Rule 6.1(b) Rules of Criminal Procedure.

3. The Public Defender agrees to represent appointments made by Flagstaff Municipal Court Magistrates of defendants who are assigned to any special court calendars such as "Mental Health Court," "Veteran Services Court" or any other specialty, community or problem-solving court.

4. Should the Court upon review of its determination of indigency declare a defendant non-indigent and allow the Public Defender to withdraw from said case, the Public Defender agrees he/she will not represent said defendant in that case for a fee, unless approved by the Presiding Magistrate of the Flagstaff Municipal Court.

5. The Public Defender shall be responsible for representing indigent clients at all court settings, including but not limited to pre-trial conferences, evidentiary hearings, motions in limine, trials, sentencing, change of plea hearings, and revocation of probation hearings. In addition, the Public Defender shall attend all court settings arising out of Appeals and Special Actions on Flagstaff Municipal Court decisions. In addition, the appointed Public Defender shall be responsible for providing personal consultation with clients prior to pre-trial conferences when requested or otherwise appropriate and for interviews of all witnesses. The appointed Public Defender is required to maintain personal contact with the defendant until the case is terminated and is required to use reasonable diligence in notifying a defendant of official court actions resulting from defendant's nonappearance at a scheduled court session. (Proof of such notice must be supplied on request.) Should a court superior to the Flagstaff Municipal Court, determine or order representation in instances not above mentioned, such representation will be furnished by the Public Defender.

6. Should procedures under Rule 11 of the Arizona Rules of Criminal Procedure regarding incompetency and mental examinations need to be followed, the services shall be included within the fixed contract amount.

7. The Public Defender agrees to keep case logs, final disposition records and provide written reports as required for the purpose of evaluating the performance of the Public Defender. Monthly statistical reports shall be submitted on a form supplied by the Public Defender to the City Court Administrator by the fifth (5th) day of each month.

8. The appointed Public Defender agrees to provide substitute representation in Court when said Public Defender is ill or on vacation or when said Public Defender is unable to appear for any reason. The name(s) of the responsible substitute attorney shall be on file with the Court Administrator at all times during the term of this Agreement.

9. The parties contemplate that some of the Court services required to be provided by the terms of this Agreement shall be performed by attorney(s) licensed to practice law in the State of Arizona, who are acting as the agent(s) or employee(s) of the Public Defender. No such attorney(s) shall be employed in the performance of this Agreement without the consent of the Presiding Magistrate or designee. The name of said attorney shall be on file with the Presiding Magistrate during the term of this Agreement. Consent to the employment of such attorney(s) shall not be arbitrarily or unreasonably withheld.

10. A fixed annual fee for legal service of indigent defendants will be established by contract. The Public Defender is to be paid in twelve (12) equal monthly installments and shall submit a monthly invoice for payment to the City Court Administrator. At the end of the contract term, compensation for all further necessary court appearances or pending cases will be negotiated.

11. The Court will provide interpreters for non-English speaking defendants for all in-Court proceedings. The Public Defender shall provide at his/her own expense interpreters for all out-of-Court matters.

12. In the event a case involves two or more defendants, the Court may assign one defendant to the Public Defender and appoint such additional Public Defender representation as is necessary to avoid a conflict of interest.

13. The Public defender needs to address within their proposal how they plan to handle their caseload to address any applicable statutory requirements.

14. If a conflict of interest is declared by the Public Defender, the Court will appoint another Public Defender for the defendant(s).

15. The Agreement shall be interpreted so as to avoid questions of unethical conduct by the Public Defender or the City Court. The parties shall conform to the Codes of Professional Responsibility and Judicial Conduct, as adopted by the State of Arizona.

16. The Public Defender will be selected by the City Manager, and Presiding Magistrate, subject to approval of the Flagstaff City Council and the presiding judge of the county pursuant to Rule 6.2 Rules of Criminal Procedure.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Consultant shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Consultant at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Consultant shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Consultant and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Consultant warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Consultant is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Consultant shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Consultant shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Consultant shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Consultant is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Consultant until payment in full is made by the City. Upon request of the City, Consultant shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were delivered or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Consultant, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Consultant shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Consultant's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment

insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Consultant'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 Consultant's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Consultant at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Consultant must be current and remain current in all obligations due to the City during performance. Payments to Consultant may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

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

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Consultant books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Consultant or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Consultant has clearly marked its proprietary information as "confidential", the City will endeavor to notify Consultant prior to release of such information.

35. CONTRACT ADMINISTRATION: Consultant will be required to participate in the City's Contract Administration Process. Consultant will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Consultant shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Consultant or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Consultant shall maintain all necessary professional malpractice insurance in addition to public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Consultant shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Consultant shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties,

profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties. The City Manager or his/her designee (the Purchasing Director) may administrative approve the amendment if the amended price is less than $50,000; otherwise City Council approval is required.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Consultant with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Consultant (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Consultant may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Consultant 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 Consultant located within City of

Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Consultant personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

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

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Consultant, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Consultant's default, City may obtain required materials and/or services from a substitute Consultant, and Consultant shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Consultant, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONSULTANT REMEDIES: In the event of City's default, Consultant may pursue all remedies available at law, except as provided for herein.

53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Consultant.

55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the parties may agree by mutual written assent to terminate the Contract for convenience, in whole or part, upon thirty (30) days written notice, without further penalty or liability to either party. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. **TERMINATION DUE TO INSOLVENCY:** If Consultant 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 Consultant under federal bankruptcy law or any state insolvency law, Consultant shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Consultant is deemed in default, at any time if the Consultant 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 Consultant's ability to perform under the Contract.

57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Consultant for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Consultant's final invoice.

58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Consultant, if City determines that Consultant has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Consultant.

MISCELLANEOUS

60. **ADVERTISING:** Consultant shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

6. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Dan Musselman
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Approval of Contract: Consideration of the Hexagon Contract for the Computer Aided Dispatch (CAD) upgrade for the amount of $709,227.48.

STAFF RECOMMENDED ACTION:

1. Approve the contract for the Computer Aided Dispatch (CAD) software and hardware upgrade with Hexagon in the amount of $709,227.48; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Staff is requesting approval of the contract for the Computer Aided Dispatch (CAD) software and hardware upgrade with Hexagon. The CAD upgrade has been delayed several years due to budget constraints and we are now at the point where the upgrade is critical to continuing operations. The last upgrade was in 2011. The contract is for the Flagstaff Police Department Communications Center. The current CAD software is version 9.1. The contract would upgrade the system to version 9.4. Version 9.1 is no longer supported by Hexagon. The hardware is currently out of warranty, expired and leaves us open to cyber-attacks. The Communications Center has recently experienced several failures with our current system due to the age of the software and hardware. Failures in the system could cause a delay in our ability to dispatch first responders to life threatening emergencies.

The attached Scope of Work outlines the cost of the software and hardware. The purchase of the CAD upgrade provides efficient and effective emergency communication of the Flagstaff 911 Communications Center. The amount requested includes the software, hardware, and taxes.

In accordance to IGA A2005-0118 #2 section 9-e the City of Flagstaff will “pay for the cost of the software upgrades and maintenance contracts for CAD and RMS. Flagstaff will invoice the other parties to this agreement for their pro rata share of software upgrades and maintenance contracts”. We receive contributions to offset the cost from our partners.

Financial Impact:

The budget team approved $550,000 for the CAD software upgrade and $275,000 for the hardware replacements. To offset the cost of the hardware we froze two dispatch positions and used salary savings from vacant officer positions. These “dispatch” costs are shared with the County, Forest Service, NPS, NAU and Fire Departments based on the shared law enforcement facility Intergovernmental Agreement. Forest Service, BNSF, and National Park Service (NPS) each pay $5,000 each year for limited dispatch services. The individual fire departments pay a fee per call. The estimated fee per call for FY21 is $45.57. The Coconino County Sheriff’s Office pays approximately $188,512 of the shared cost and NAU pays approximately $30,000.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

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

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City’s public participation policy.

High Performing Governance: Become an employer of choice and provide employees with the necessary tools, training and support.

Safe and Healthy Community: Provide public safety with the resources, staff and training to respond to community needs.

Team Flagstaff Strategic Plan: Provide exceptional service.

Has There Been Previous Council Decision on This:

Yes. This software has been utilized by the City's Police Department for some 15 years. The last CAD upgrade was approved by Council in 2011.

Options and Alternatives:

Approval of this contract will allow the Flagstaff 911 Communications Center to update this crucial operating system. Disapproval will not allow us to complete the upgrade leading to failures of the system that is no longer supported by Hexagon.

Background/History:

The Flagstaff Police Department is responsible for the management of the Flagstaff 911 Communications Center. This Communications Center is the primary 911 center for southern Coconino County and the primary dispatch for four (4) law enforcement agencies and six (6) fire agencies. We interact with 42 other public safety agencies when determining the best responses to calls for service involving law enforcement, fire and medical requests.

Key Considerations:

Software and Hardware upgrades are crucial to our CAD system and users. This upgrade will also provide the options to integrate upcoming technology like Text-to-911. The upgrade will also make the processing and storage of those calls faster and easier to process. CAD is used to originate calls for service therefore it is important that we continue to expand our ability to document and track how calls for service are best handled in our Communications Center. CAD uses Global Positioning Systems (GPS) to track and dispatch the closest fire units to fire calls ensuring that the citizens are provided the best and fastest service possible.

Community Benefits and Considerations:

The CAD is an integral system to 911 to allow the Flagstaff 911 Communications Center to provide the best possible emergency response to the citizens, visitors, and the many agencies the Communications Center dispatches for.

Attachments: CAD SOW
Sole Source Justification

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

TO: Larry Zamora
Flagstaff - Coconino, AZ
911 E Sawmill Road

Flagstaff Arizona 86001
United States

Tel: (928) 853-4929
Fax:
Email: lzamora@coconino.az.gov

Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business!
Seth Wold

Hexagon Safety & Infrastructure Division
Cell: 435-618-9009
Email: seth.wold@hexagonsi.com

www.hexagonsafetyinfrastructure.com

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

This quotation has been prepared for:
Larry Zamora
Flagstaff - Coconino, AZ
911 E Sawmill Road

Flagstaff Arizona 86001
United States

Tel: (928) 853-4929
Fax:
Email: lzamora@coconino.az.gov

Ship To:

Flagstaff - Coconino, AZ
911 E. Sawmill
Flagstaff Arizona 86001
United States

Bill To:

Flagstaff - Coconino, AZ
911 E. Sawmill
Flagstaff Arizona 86001
United States

Product Configuration Listing

CAD 9.4 Upgrade Services

Part Number	Description	Qty	Unit Net Price	Ext Net Price
SPRSVC9001	CAD 9.4 Upgrade Services	1	$356,972.27	$356,972.27
TRAVEL	Travel	11	$2,400.00	$26,400.00
SPRSVC9001	I/CAD Reassessment	1	$9,840.00	$9,840.00
SPRSVC9001	MPS Overview	1	$5,889.95	$5,889.95
SPRSVC9001	MPS Configuration Workshop 1 and Workshop 2 - Law	1	$32,960.00	$32,960.00
SPRSVC9001	MPS Train the Trainer	1	$10,332.96	$10,332.96
SPRSVC9001	MPS System Admin	1	$11,453.60	$11,453.60
SPRSVC9001	Additional Mapping Services for I/ MapEditor for ArcGIS	1	$7,580.80	$7,580.80
IPS0035	I/Backup NL	1	$0.00	$0.00
IPS0009TST	I/Mobile Data Terminal NL - Test License	1	$0.00	$0.00
IPS0015TST	I/Tracker - I/CAD - Test License	1	$0.00	$0.00
SXCH9002	Exchange/Relinquish -(IPS0002TRN) Dispatcher - Training License	1	$0.00	$0.00

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
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Product Total	CAD 9.4 Upgrade Services		$461,429.58

New Software Added

Part Number	Description	Qty	Unit Net Price	Ext Net Price
SXMA0080	Exchange I/Mobile CC for Mobile for Public Safety CC	32	$0.00	$0.00
IPS0080C	Mobile for Public Safety CC - Comp	32	$0.00	$0.00
SXMA212	Exch I/Exec and I/Exec 2 for I/Exec for High Availability NL	1	$0.00	$0.00
IPS0001HAC	I/Executive for High Availability - Component	1	$0.00	$0.00
Product Total	New Software Added			$0.00

Test and Backup Licenses

Part Number	Description	Qty	Unit Net Price	Ext Net Price
IPS0001HATST	I/Executive for High Availability - Test License	1	$0.00	$0.00
IPS0001HABCK	I/Executive for High Availability - Backup License	1	$0.00	$0.00
IPS0004TST	I/Informer - Test License	1	$0.00	$0.00
IPS0004BCK	I/Informer - Backup License	1	$0.00	$0.00
IPS1183	Intergraph Remote Content Management CC	1	$0.00	$0.00
IPS1183TST	Intergraph Remote Content Management CC - Test License	1	$0.00	$0.00
IPS1183BCK	Intergraph Remote Content Management CC - Backup License	1	$0.00	$0.00
IPS0002TST	I/Dispatcher - Test License	1	$0.00	$0.00
IPS0002BCK	I/Dispatcher - Backup License	1	$0.00	$0.00
IPS0012TST	I/Page - Test License	1	$0.00	$0.00
IPS0012BCK	I/Page - Backup License	1	$0.00	$0.00
IPS0009BCK	I/Mobile Data Terminal NL - Backup License	1	$0.00	$0.00
IPS0015BCK	I/Tracker - I/CAD - Backup License	1	$0.00	$0.00
IPS0042ITST	I/NetViewer - Test License	1	$0.00	$0.00

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: Fax:

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

IPS0042IBCK	I/NetViewer - Backup License	1	$0.00	$0.00
IPS0048TST	I/FRMS-CADlink NL - Test License	1	$0.00	$0.00
IPS0048BCK	I/FRMS-CADlink NL - Backup License	1	$0.00	$0.00
Product Total	Test and Backup Licenses			$0.00

Part Number	Description	Qty	Unit Net Price	Ext Net Price
Product Total				$0.00

Server Hardware and Installation

Part Number	Description	Qty	Unit Net Price	Ext Net Price
SPRSVC9001	Physical Server Environment - Hardware Services	1	$39,166.37	$39,166.37
TRAVEL	Travel - Physical Server - Hardware Installation Services	2	$2,472.00	$4,944.00
THRDHW001	PowerEdge R740XD - Archive Server	1	$13,998.62	$13,998.62
THRDHW001	PowerEdge R740SX - CAD DB Server	2	$12,035.35	$24,070.69
THRDHW001	PowerEdge R640 - Interface Server	5	$7,820.71	$39,103.55
THRDHW001	PowerEdge R640 - Test Server	1	$7,462.64	$7,462.64
7JQ-00336-US-2016	MSFT SQLServer 2016 EE w.SA (US State&LocalGovONLY)-2 cores	4	$17,536.00	$70,144.00
7NQ-00853	Microsoft SQL Server 2016 Std Edition Full-Use - 2 Core Pack	4	$4,177.00	$16,708.00
Product Total	Server Hardware and Installation			$215,597.87

Maintenance Configuration Listing

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: Fax:

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

Server Hardware and Installation

Part Number	Description	Qty	Type	# of Mths	Unit Net Price	Ext Net Price
THRDHW001	PowerEdge R740XD - Archive Server	1	SND	12.00	$0.00	$0.00
THRDHW001	PowerEdge R740SX - CAD DB Server	2	SND	12.00	$0.00	$0.00
THRDHW001	PowerEdge R640 - Interface Server	5	SND	12.00	$0.00	$0.00
THRDHW001	PowerEdge R640 - Test Server	1	SND	12.00	$0.00	$0.00
7JQ-00336-US-2016	MSFT SQLServer 2016 EE w.SA (US State&LocalGovONLY)-2 cores	4	SND	12.00	$2,928.00	$11,712.00
7NQ-00853	Microsoft SQL Server 2016 Std Edition Full-Use - 2 Core Pack	4	SND	12.00	$840.00	$3,360.00
Maintenance Total	Server Hardware and Installation					$15,072.00

Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This Quote is provided pursuant to and governed by those certain terms and conditions set forth at: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/MT/USMT082020.pdf, which are incorporated herein.

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: Fax:

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
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Expiration Date:	September 25 2020

Summary

Software:	$86,852.00
Hardware:	$84,635.50
Services:	$505,539.95
Total Maintenance	$15,072.00
Total Price*:	$692,099.45

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: Fax:

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

Intergraph Corporation
P. O. Box 240000
Huntsville, AL 35813
Phone: (256) 730-2705
Fax Numbers: 800-239-2972 or 256-730-6089
Email: ordersall.si@hexagon.com

Customer:	Flagstaff - Coconino, AZ
Quote Number:	2020-70247 rev. 1
Quote Date:	August 26 2020
Expiration Date:	September 25 2020

Flagstaff - Coconino, AZ

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing):

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison AL 35758
Phone: Fax:

Please check to indicate payment and billing instructions:

☐ My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

☐ I wish to pay by CREDIT CARD. Hexagon will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

☐ INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

☐ My CHECK payable to ***Intergraph Corporation*** has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount _____

☐ My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to Beneficiary: Intergraph Corporation b/a Hexagon Safety & Infrastructure, Account #00007583

☐ My ACH PAYMENT has been sent to:

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Microsoft[1] SQL Server 2016 Standard _____[2]

Core Licenses: _____[3]

Server Licenses: _____[4]

User Client Access Licenses: _____[5]

Device Client Access Licenses: _____[6]

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[3] **LICENSOR:** Specify the total number of core licenses for which the end user is licensed under this agreement.

[4] **LICENSOR:** Specify the total number of server licenses for which the end user is licensed under this agreement.

[5] **LICENSOR:** Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement.

[6] **LICENSOR:** Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement.

or device.

The software enables Microsoft to collect telemetry by default. You may turn off telemetry at the Server and client levels by following the instructions at http://go.microsoft.com/fwlink/?LinkID=733886. There are separate controls to turn off telemetry at the Server level and the client level. If you turn off telemetry at the Server level only, Microsoft will collect telemetry through the client level unless you also turn off telemetry at the client level.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.

1.3 Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is

  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

  A physical hardware system can have either or both of the following:

  - one physical operating system environment;
  - one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assigning the Required Number of Licenses to the Server.

(a) Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

(b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Documentation Components
- Reporting Services Add-in for SharePoint Products
- Data Quality Client
- SQL Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Management Tools

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 Assigning the License to the Server.

(a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

(b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 Running Instances of the Server Software. For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 Running Instances of the Additional Software. You may run or otherwise use any

number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Documentation Components
- Reporting Services Add-in for SharePoint Products
- Data Quality Client
- SQL Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Management Tools

3.4 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 Client Access Licenses (CALs).

(a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2016 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 Alternative Versions and Editions. In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.

This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Microsoft is not obligated to supply any prior or different versions or editions of the software to you.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.2 Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3 Multiplexing. Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

4.4 No Separation of Server Software. You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5 SQL Server Reporting Services Map Report Item. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

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2. CUSTOMER'S FAILURE TO TIMELY RENEW SOFTWARE ASSURANCE;
3. ANY SUPPORT AND/OR MAINTENANCE OF SQL SERVER WITH SA; AND
4. CUSTOMER'S FAILURE TO COMPLY WITH MICROSOFT LICENSING REQUIREMENTS AND METRICS REGARDING SQL SERVER WITH SA.

License Relinquishing

Do not use this form if you are rehosting a license from one machine to another. You must use the ***Rehost Request*** form for moving a license from one machine to another.

If you are exchanging one product to another or from one license type for another, such as a nodelock license to a concurrent license, or returning a product for credit, we require you to complete this **License Relinquish** form. With this form you are acknowledging that you are giving up all rights to the original license and that it will be removed and never used again within your organization.

Exchanging one product for another product:

- Submit PO (if required) and License Relinquish form to Sales Order Processing to R-CA-OrderEntry@hexagonsi.com
- Sales Order Processing will forward form to Licensing for action
- Licensing will return original license and issue new license and download instructions

Exchanging license type from nodelocked to concurrent or concurrent to nodelocked:

- Submit PO (if required) and License Relinquish form to Sales Order Processing to R-CA-OrderEntry@hexagonsi.com
- Sales Order Processing will forward form to Licensing for action
- Licensing will return original license and issue new license and download instructions. (If LAC based licensing is used, existing LAC will be modified, and no new LAC will be created.)

Returning product for credit:

- Submit return request and License Relinquish form to Sales Order Processing to R-CA-OrderEntry@hexagonsi.com
- Sales Order Processing will forward form to Licensing
- Licensing will return licenses in database

License Relinquish Form

*** = Required Fields** (Missing information will result in delays in processing.)

***License Authentication Code(s) (LAC)**:_____

PO # for license exchange (if known): _____

***1. Product Exchanging FROM:**

Quantity	Product Name:	License Type (nodelock or concurrent):
_____	_____	_____

***2. Product Exchanging TO:**

Quantity Product Name: License Type (nodelock or concurrent):

_____ _____ _____

***3. Old Host ID (Host ID in license file you are relinquishing):**

Node lock:_____ or Concurrent (TCP/IP)_____

***4. Company Information (all fields required):**

Company Name: _____

Requestor Name: _____

Email Address: _____

Street Address: _____

City, State, Country, Zip _____

Certification: In accordance with the termination provisions of the Agreement, Licensee certifies that, upon cutover of the exchanged to product, Licensee shall cease use of the exchanged from product, delete all copies of said software from its CPUs/ Servers, and relinquish all licenses for said software to Hexagon.

Except as modified above or as otherwise modified pursuant to the terms of the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

Licensee

Licensee Organization Name

Name: _____
_____

Title: _____
_____

Date: _____
_____

Please follow instructions above and email completed form to R-CA-OrderEntry@hexagonsi.com

Please note: Hexagon Safety & Infrastructure Licensing will make every attempt to respond within one business day of our receipt of the completed form, dependent on the number of received requests.

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HEXAGON
SAFETY & INFRASTRUCTURE

Flagstaff - Coconino
Statement of Work
for
CAD/MPS 9.4 Upgrade

PRESENTED TO:

Larry Zamora

PRESENTED BY:

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August 20, 2020

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INTRODUCTION

This statement of work ("SOW" or "Statement of Work") together with the Quote, is an Order made pursuant to and governed by those certain Master Agreement Terms and Conditions ("Master Terms") set forth at: Master Terms, entered into by and between Intergraph Corporation doing business through its Hexagon Safety & Infrastructure division ("Hexagon") and City of Flagstaff, AZ ("Customer") (collectively, the "Agreement").

PURPOSE

The SOW guides the primary activities and responsibilities associated with Customer's upgrading to CAD and MPS 9.4 (the "Project"). It documents Project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which a task will be considered complete. The SOW herein is tailored to accommodate Customer's specific requirements. Hexagon will implement the CAD/MPS concurrently as detailed in this SOW and the Project Schedule.

Unless specifically noted within this SOW, all software shall be the standard commercial off-the-shelf ("COTS") product. Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

The SOW includes and incorporates the following Attachments:

- Attachment A – Project Methodology
- Attachment B – Project Deliverables
- Attachment C – Glossary of Terms
- Attachment D – Public Safety System Specifications

The remainder of this section details Project deliverables and Project assumptions related to the Project cost, schedule and scope.

Each task identified in the SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites and Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Completion and Acceptance Criteria. The tasks defined in the SOW may not be listed chronologically, and the actual Project implementation tasks and timelines will follow the Final Project Schedule, unless otherwise noted.

PROJECT DELIVERABLES

- Software, as defined in Attachment B
  - Exchange I/Exec and I/Exec 2 for I/Executive for High Availability (SXMA212) – Qty: 1 License
    - The Customer's current I/Executive (IPS0001) and I/Executive 2 (IPS0007) products will be upgraded to Hexagon's I/Executive High Availability (IPS0001HA) application via Hexagon's special program (SXMA212) that facilitates this exchange. The Customer is responsible for the difference in maintenance cost between the I/Exec and I/Exec 2 products and the I/Executive High Availability product. Software maintenance for I/Executive High Availability (IPS0001HA) is estimated $19,500.00.
  - Exchange I/Mobile for Mobile for Public Safety (SXMA0080) – Qty: 32 Licenses
    - The Customer's current I/Mobile (IPS0038) products will be upgraded to Hexagon's Mobile for Public Safety (IPS0080) via Hexagon's special program (SXMA0080) that facilitates this exchange. The Customer is responsible for the difference in maintenance cost between the I/Mobile product and the Mobile for Public Safety product. Software maintenance for Mobile for Public Safety (IPS0080) is estimated $ 10,400.00.
- Project Management services, as defined in Attachment A
- Implementation services, as specified in the SOW
- Training services, as identified in the SOW

GENERAL ASSUMPTIONS

Agreement and Schedule Assumptions

- Hexagon and Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Customer must execute and issue a Purchase Order (if applicable) prior to any tentative dates being confirmed
- Pricing and execution of this SOW is contingent and predicated upon Customer having a valid maintenance agreement in place with Hexagon prior to starting the Project and throughout the Project
- Hexagon's pricing and level of effort is predicated upon its understanding of Customer's System, and its configurations are based upon configurations Hexagon made for Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configurations made by Customer that affect the scope, Project Schedule, or level of effort required to complete the Project are not included in the scope of this SOW and will be the responsibility of the Customer to upgrade
- As reflected herein, Hexagon may have proposed certain Activities or Tasks be performed at Customer's site or onsite. Hexagon and/or Customer may alternatively choose, or circumstances necessitate to have these Activities and Tasks performed remotely. Payments due under the Quote and as specified herein shall remain the same.
- Customer will continue to operate in a physical environment and will migrate to MS SQL Server.
- CAD 9.4 will require Microsoft SQL Server Enterprise Edition 2016.
- Customer shall assign a Customer Project Manager to the Project

- Hexagon shall have timely access to Customer Project staff. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project
- Customer shall have at least one (1) System Administrator, technical resource, and subject matter expert ("SME) available to perform and/or support all Customer responsibilities and timely respond to Hexagon requests
- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours
- Customer shall provide Hexagon, upon request, with access to all data, documents, plans, reports, diagrams, and analyses related to the scope of work and responsibilities of this Project
- Once Hexagon provides Customer a Project Deliverable Sign-Off Form for a task, which shall be substantially similar in form to Attachment A, Customer shall within ten (10) business days either: (i) execute the same indicating the task is complete or accepted, or both, or (ii) identify in writing to Hexagon why Customer considers the task incomplete in light of the task completion criteria outlined herein. Hexagon shall acknowledge its receipt of list of the identified deficiencies within five (5) business days and Hexagon will address those issues. If Customer fails to provide any written response to Hexagon within ten (10) business days of receipt of the Project Deliverable Sign-Off Form, the task shall be deemed accepted
- Unless otherwise noted in this SOW, all Documentation, if any, provided by Hexagon under this SOW will be COTS Documentation and Help Files, and the Documentation will not be customized. All documentation delivered will be in Hexagon-approved format. Changes to Hexagon-format to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost
- Unless Hexagon and Customer mutually agree otherwise, all Documentation provided by Hexagon will only be provided in electronic format
- All Hexagon personnel performing remote tasks will be identified and vetted, to the extent intended to address CJIS requirements, prior to commencement of those remote tasks

Upgrade Assumptions

- Customer must be under a current software maintenance contract throughout the duration of the Project
- Customer has reviewed the SOW and acknowledges and agrees that only those products listed in Attachment B will be upgraded under this SOW and all products not listed in Attachment B will not be upgraded under this Order
- Products listed in Attachment B will be upgraded to the latest Maintenance Release or Quarterly Release available at the time this SOW is executed by Hexagon. In the event a new Maintenance Release or Quarterly Release is published by Hexagon after the execution of this SOW, that Maintenance Release or Quarterly Release may, at Hexagon's discretion, be installed subject to execution of a mutually agreeable Change Order and modified Project Schedule
- Products currently being used by Customer but not listed in Attachment B may only be added to the Project once properly licensed, level of effort determined, and a Change Order is executed modifying this SOW and the Project Schedule
- Customer is on I/CAD 9.2 MR6 version ("CAD Current Version") or higher
- Customer is on MPS 9.2 version ("MPS Current Version" and collectively with CAD Current Version, the "Current Version") or higher

- Customer is using mobile products with respect to Informer/mobile functionality
- This SOW does not include services for changes to the Current Version if any of the following apply:
  - Changes that were not performed by Hexagon
  - Changes that were not included in the contract governing implementation of Customer's "Current Version"
  - Changes that are not covered by Customer's current maintenance agreement
  - Not mutually agreed upon by Customer and Hexagon as being required for transition to the upgraded version.
- New features added to I/CAD will be available and functional in their default configuration. Some of those features, such as, but not limited to, Facility Diversion, require extensive configuration and data entry to use the feature. Except as specifically described in this SOW, such additional configuration and data entry are not included in this SOW
- Unless included herein, this SOW does not include: (i) data migration to a new or different database platform; or (ii) data conversion
- This SOW assumes the upgrade will take place using new hardware and Hexagon will not be upgrading existing hardware. If existing hardware is to be used for this upgrade, it should be listed, meet Hexagon minimum configurations as defined in the Hexagon Public Safety System Specifications document (Attachment D) and mutually agreed upon prior to the execution of this SOW

Hardware and Software Assumptions

- All software will be electronically delivered
- Hexagon has provided option for server hardware and hardware installation services based on Customer remaining to operate in physical environment. If a decision is made to either partially select or modify server requirements, this SOW and Hexagon services efforts may change and a Change Order will be required to be processed prior to scheduling of any services.
- Customer will migrate from Oracle to Microsoft SQL Server.
- Customer has Oracle SE App Specific Named User and Oracle SE App Specific licenses on current maintenance agreement. Customer will be responsible for submitting a Relinquishment Form to remove the Oracle App Specific licenses supporting CAD system from their Maintenance Agreement following cutover to CAD 9.4.
- Customer does not require a separate training environment. Note: May relinquish I/Dispatcher software training licenses.
- Customer shall have current backups of their existing System
- Customer shall purchase any new hardware and ensure that hardware meets Hexagon minimum configurations as defined in the Hexagon Public Safety System Specifications document (Attachment D)
- Customer shall purchase all applicable operating systems and MS SQLdatabase licenses and software and ensure such operating systems and database licenses and software meet the minimum requirements as defined in the Public Safety System Specifications document (Attachment D)
- Customer shall be responsible for, and purchase and maintain if necessary, any hardware and/or third-party software necessary for implementing interfaces, but only to the extent such hardware

and/or third-party software exceeds that provided by Hexagon pursuant to the SOW or Agreement

- Customer shall purchase, install, configure, and administer its network infrastructure. The network infrastructure, at a minimum, must meet Hexagon Public Safety System Specifications (Attachment D)
- Customer shall be responsible for the wired and wireless connectivity between servers/clients and clients/clients

System Access/CJIS Assumptions

- Customer shall conform to Hexagon's supported environments, software requirements, and system specifications as defined in the Hexagon Public Safety System Specifications document (Attachment D)
- I/CAD 9.4 requires SQL Server 2016 EE Edition and Server 2016 and will be configured in an "AlwaysOn" configuration
- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent Customer requires Hexagon personnel to undergo such criminal background check, Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project
- SecureLink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on their System, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original level of effort and Project Schedule quoted for this upgrade, which in turn may require a Change Order to modify
- Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. Customer shall provide Hexagon personnel individualized system access credentials, and shall provide Hexagon's authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project
- Customer shall provide Hexagon external VPN access while on site to access various Hexagon resource libraries
- After completion of this Project, Hexagon will VPN using SecureLink into the live System only at Customer's request and will follow Customer's required VPN access procedures
- Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. Customer shall ensure that their data communications infrastructure and devices comply with CJIS and applicable State requirements

Third-Party Assumptions

- Customer shall schedule and coordinate third-party technical resources with the skills necessary to perform and/or support all Customer responsibilities, respond to Hexagon requests, support the testing of interfaces, and support Cutover, as required. Customer shall schedule and coordinate

third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur

- Customer shall maintain, in good working order, all third-party systems that will integrate with Hexagon Software or on which the Hexagon Software depends as part of this Project, except for those systems that are included as Hexagon subcontractors
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs

1. Project Kickoff Meeting

Task Description

The objective of this task is to ensure that all Project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for Project Kickoff will be held on site after the SOW has been executed. The Project Kickoff meeting will be scheduled by each party's Project Manager.

During this task, the parties shall also update the Initial Schedule so as to provide a Project Schedule. Prior to this task, the Hexagon Project Manager will have provided to Customer's Project Manager an updated Initial Project Schedule reflecting the date upon which the Agreement was executed and the date of the Project Kickoff Meeting. As part of the Project Kickoff Meeting Task, the parties' Project Managers shall review the updated Initial Project Schedule and identify any needed changes. Once the list of changes has been made to the updated Initial Project Schedule, the Hexagon Project Manager will provide it to the Customer Project Manager who will have five (5) business days to review and provide any feedback. Upon consent by the Customer Project Manager or expiration of the review period without comments, the updated Initial Project Schedule provided earlier shall become the Project Schedule. From time to time, the parties' Project Managers may modify the Project Schedule upon mutual written consent.

Task Deliverables

- Kickoff meeting agenda
- Project Schedule and/or Project plan
- Project Status & Risk Register
- Kickoff meeting minutes, to include identified risks and action items

Task Prerequisites and Assumptions

- The following items must be completed prior to beginning this task:
  - Agreement/SOW signatures by both Customer and Hexagon and Purchase Order issued (if applicable)
  - Hexagon has assigned Hexagon Project Manager
  - Customer has assigned Customer Project Manager
  - Distribution of SOW to the Project Team
- The Hexagon Project Manager will conduct the meeting at Customer's site
- Some members of the Hexagon Core Team may participate remotely

Hexagon Team Participation and Responsibilities

- Review the Project organization, roles, and responsibilities with Customer
- Conduct an overview of the Project, including a review of the SOW, to verify all aspects of the Project approach, per the topics listed above
- Work with Customer to identify and document any potential Project risks
- Provide meeting minutes, documented risks, and action items that affect Project Schedule, resources, and/or the SOW

- Inform Customer of VPN requirements for Project implementation and continued System maintenance
- Provide server name, IP address and service account template to Customer for Customer to complete for the staging of the System

Customer Team Participation and Responsibilities

- Review the SOW and work with Hexagon to verify the Project approach
- Provide location and logistical support for Project Kickoff Meeting
- Provide SMEs and any other resources as recommended by Customer and Hexagon Project Managers
- Provide Hexagon with VPN access and individualized user accounts to Customer's System as appropriate for this Project and continued software maintenance
- Designate and prepare workspace for Hexagon personnel
- Complete the server name, IP Address, and service account template

Task Acceptance Criteria

This task is considered complete upon delivery of Task Deliverables to the Customer.

2. Server Equipment Ordering

This task includes ordering the server components as listed in the deliverables section.

Task Description

Hexagon resources will issue the required purchase orders for the equipment specified in Attachment B: New Software/Hardware – Physical Server Environment. Delivery will be coordinated with the appropriate onsite contacts with the Customer.

Task Deliverables

- Order server and storage hardware as identified for physical environment

Task Prerequisites and Assumptions

The following items must be completed prior to beginning this task:

- Contract signed

- The following additional assumptions apply to this task:
  - Work will be performed remotely
  - No additional approvals are required from the customer prior to ordering the equipment

Hexagon Team Participation and Responsibilities:

- Verify delivery locations, dock availability, delivery hours
- Process Purchase Request to order the equipment

Customer Team Participation and Responsibilities:

- Provide Delivery information for the equipment
- Notify Hexagon of equipment as it is delivered
- Secure the equipment until Hexagon arrives to perform the install

Task Acceptance Criteria

This task will be considered complete when all task deliverables have been delivered.

3. System Setup and Installation of Servers

Task Description

This task includes all tasks required from physical installation of the servers to installation of the Operating System Software. This will be the planned production hardware.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work being performed by Hexagon that requires physical access will be performed on site, those tasks that do not may be performed remotely at Hexagon's discretion.
- Equipment ordered by Hexagon will be delivered prior to Hexagon being on-site for install.
- The Customer furnished equipment will be onsite and available for Hexagon during installation.
- Required power and network connections are available and configured. (Connections in use for the existing system cannot be used for this install.)
- These servers will be created\provided for staging the Hexagon software and are for the sole purpose of Hexagon Software and will not serve other roles.

Task Prerequisites

The following items must be completed prior to beginning this task:

- Project equipment order and received.
- Customer must have the license keys for Windows software. If these were purchased by Hexagon for the customer, then the customer should have received an email and will need to download these license keys before Hexagon comes on site.
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
  - Only required if Customer is using Customer provided VPN.
- Complete the Server setup information spreadsheet provided by Hexagon which includes a list of server names and IPs and service account requirements.

Section 1 – Physical Installation

Hexagon Team Participation and Responsibilities:

- Perform the physical installation of the project equipment in the customer datacenter or specified location (Rack and stack)
- Connecting the HP ILO or Dell iDRAC, assigning an IP Address and\or license to those to allow remote access.

Customer Team Participation and Responsibilities:

- At each site:
  - Provide Rack Space for the server equipment (12U of contiguous rack space is desired.)
  - Provide Power in the rack (20 C13\C14 connections split between two Power feeds.)
  - Provide Network connections for the provided equipment (18 10Gbps ports, 9 1Gbps ports) on the appropriate VLANs, split between dual switches.

- Provide adequate cooling for the servers.
- Provide required server names and IPs for all of the equipment.

Section 2 – Physical Server configuration

Hexagon Team Participation and Responsibilities:

- Connect to the servers install\license OS
- Configure teamed NICs in the OS on the Servers

Customer Team Participation and Responsibilities:

- Provide domain level credentials to join servers to the domain.
- Provide assistance with resolving issues related to network connectivity and\or remote access.
- Answer other configuration questions.

Task Acceptance Criteria

This task will be considered complete when all designated Project server hardware has been staged and the servers are joined to the domain.

4. SQL AlwaysOn Configuration

Task Description

This Task is for creation and configuration of the SQL AlwaysOn Availability group and the underlying Windows Failover Cluster. This task is usually completed in conjunction with the above task.

Task Deliverables

- Hexagon - Functional SQL AlwaysOn Availability Group
- Customer – Names and IPs associated with the cluster and AlwaysOn availability group.

Task Prerequisites

- Database servers for the project are created and joined to the domain.
- SQL Service account created, and credentials provided to the Hexagon implementer.
- SQL Cluster AD Objects must be pre-staged
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
    - Not required if Customer is using SecureLink

Task Assumptions

- This work will be performed remotely unless the Hexagon implementer happens to be onsite for other tasks.
- Customer is using SQL Enterprise

Hexagon Team Responsibilities

Hexagon shall:

- Hexagon shall create the Failover Cluster and SQL AlwaysOn Configuration

Customer Team Responsibilities

Customer shall:

- Complete the following or grant the Hexagon implementer permissions to complete the following
    - Create the SQL Group Managed Service account .
    - Pre-stage the Active Directory SQL cluster objects
        - Reference article https://technet.microsoft.com/en-us/library/dn466519.aspx
        - Create the cluster object
        - Grant the service account full control
        - Disable the account
    - Pre-stage the Active Directory SQL cluster objects
        - Reference article https://technet.microsoft.com/en-us/library/dn466519.aspx
        - Create the cluster object

        - Grant the service account full control
        - Disable the account
    - Pre-stage the AlwaysOn Listener
        - Reference Article http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails
        - Create the object
        - Grant the cluster computer object full control of the listener object
        - You can disable it, but it is not required.
- Provide the cluster name and IP Address(es) to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide the AlwaysOn Listener Name and IP to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is complete when the SQL AlwaysOn configuration is complete and staged on the server(s) that will become the production system upon Cutover.

5. Server-Side Software Staging

Task Description

Hexagon will stage Hexagon software on Customer hardware that will act as the production system at Cutover. The staging task involves configuring the operating system, creating the directory, setting up folder permissions, and installing and setting up Hexagon software. Unless otherwise described herein, Hexagon will install the software in its customary fashion.

Verify Server Setup

Hexagon resources will remotely connect to the servers and verify they have been set up according to the Hexagon setup standards. If no discrepancies are found, server staging will proceed.

Any deviation from the server setup standards will be documented and provided to the Hexagon and Customer Project Managers. The Hexagon resource assigned to this task will determine if the deviation affects task completion and notify the Hexagon Project Manager.

Any deviation that affects task completion will cause this task to be aborted and re-scheduled. All tasks dependent upon completion of this task are subject to schedule change.

Server Staging

Hexagon resources will remotely stage and install Hexagon software components on Customer designated server hardware. Software installation details will be provided in the site-specific configuration document after Cutover.

Task Deliverables

- Software staging

Task Prerequisites and Assumptions

- The following items must be completed and fully deployed prior to beginning this task:
  - Upgrade staging hardware fully installed, racked, cabled, powered, and on the network
  - Operating system fully installed, updated, configured, and joined to Customer domain
  - Hard disk configuration per Hexagon requirements
  - Customer-specific/enterprise applications installed and configured (remote management, anti-virus, etc.)
  - Hexagon domain user account(s) created and provided with local administrative privileges on all server hardware to be staged under this task
  - Remote access enabled on all servers for the Hexagon users account(s)
  - VPN credentials and client (if needed) provided to the Hexagon Project Manager
    - Not required if Customer is using SecureLink
- All work for this task will be performed remotely by Hexagon resources
- The CAD core upgrade services will cover up to seven (7) servers.
- Hardware designated by Customer for staging the I/CAD upgrade is for the sole purpose of upgrade staging and will not serve other roles

- Server(s) not defined as production servers upon Cutover are not included in this task

Hexagon Team Participation and Responsibilities

- Install the upgraded version of I/CAD software listed in Customer maintenance agreement and any additional software added as part of this SOW on the staging production servers

Customer Team Participation and Responsibilities

- Verify all software has been provided.

Task Acceptance Criteria

This task will be considered complete when the COTS CAD server software has been staged on the server(s) that will become the production system upon Cutover.

6. Migrate I/CAD Oracle DB to Microsoft SQL Server

Hexagon resources will migrate the customer's current Oracle database to SQL Server using the Microsoft SQL Server Migration Assistant for Oracle.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work for this task will be performed remotely
- The Customer has provided Intergraph with, or allowed Hexagon to obtain, a recent full backup of their existing Oracle production database or read access to the production database is available via the Oracle client.
- Any custom programmability options (triggers, stored procedures, functions) created in the Oracle database by the customer will be the responsibility of the customer to migrate to SQL Server.
- Any custom views created in the Oracle database by the customer will be the responsibility of the customer to migrate to SQL Server.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Task – Server Staging complete

Task Description

Hexagon will use the Microsoft SQL Server Migration Assistant (SSMA) for Oracle to migrate the customers I/CAD database schema and data to SQL Server. Using the SSMA the Intergraph resource will connect to an Oracle instance that contains the customers Oracle I/CAD database. Using defined data mapping criteria Intergraph will configure the SSMA to generate scripts which will create the SQL Server schema.

The SSMA will report any potential problems with schema conversion which will be investigated and remedied by Hexagon.

Once the SQL Server schema has been created, Intergraph will use the SSMA to migrate the data from the Oracle database to the SQL Server database. It is not uncommon for this process to have to be repeated due to data conversion failures. Hexagon has encountered most of the cases where data may fail to migrate and has processes to address the issue. If a data conversion failure is encountered that cannot be remedied, Intergraph will work with the customer to develop an acceptable solution.

Task Acceptance Criteria

Task Migrate I/CAD Oracle DB to SQL Server will be considered complete when the I/CAD database

7. I/CAD Database Upgrade

Task Description

Hexagon resources will conduct an upgrade of the I/CAD database schema using the I/CAD Database Utility and Customer's upgrade staging hardware.

During the upgrade process it may be necessary to upgrade in incremental steps from older versions to the newer agreed-upon version. In some scenarios moving from one version to another can cause data anomalies that need to be corrected at each version step. The implementer will communicate to Customer if that is a concern for this upgrade. For example, in the current CAD schema a dispatch group is required for all stations defined in the System; whereas previously a customer could create a station without a dispatch group. The missing dispatch group on a station could cause problems with a relocate unit command; therefore, Hexagon now requires a dispatch group.

If it is not obvious how to fix a data inconsistency or discrepancy, the Hexagon resource will seek guidance from Customer. The upgrade process will have to pause at this point since the work cannot continue until it is resolved.

Hexagon will use reasonable efforts to communicate possible expected scenarios to Customer.

Note: Customer's I/CAD database will be upgraded ***twice*** as part of this SOW. The first time is during this task and prior to Cutover, for testing of the upgraded System. The second time is ***after Cutover*** to production use to facilitate the backfill of the historical unit and event history data.

Task Deliverables

- Upgraded database on the production staging system

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Server Staging Task – Complete
  - Customer has provided full database backup to Hexagon
  - Change freeze in place on production I/CAD system
- All work for this task will be performed remotely
- Customer has provided Hexagon with a recent full backup of their existing production database or given permission for Hexagon to take the backup on Customer's behalf
- Once the I/CAD database has completed a full backup, which will be used for the upgrade staging activity, Customer will implement a change freeze on the production CAD system

  This change freeze means:
  - No changes to the graphical user interface (GUI)
  - No changes to static data:
    - Personnel
    - Event types
    - Dispositions
    - Number table
    - Agencies
    - Units
    - Vehicles
    - Response plans

- Deployment plans
- Map data
- Configuration parameters
- Pagers
- ORIs
- Towing
- Rotational services
- Special addresses
- Special situations

- If a change freeze is not possible, Customer shall replicate all changes made to the Current Version to the Upgrade Version
- It may be necessary for ALL USER PASSWORDS to be reset to a Customer-defined default value. If this is the case, then ALL USERS (including MPS and NetViewer/NetDispatcher) will be required to change their password at the first logon to the upgraded CAD system
- No map rolls may take place in the Current Version during the span of the I/CAD Upgrade

Hexagon Team Participation and Responsibilities

- Process upgrade to I/CAD database schema using Customer's upgrade staging hardware
- Address data anomalies/inconsistencies affecting structure of I/CAD database schema, as reasonably necessary

Customer Team Participation and Responsibilities

- Ensure Hexagon is provided with full backup of existing production database
- Ensure change freeze on the production CAD system is in place
- Provide support to Hexagon as needed during upgrade process

Task Acceptance Criteria

This task will be considered complete when the I/CAD database schema upgrade process has been finished, the upgraded database loaded onto Customer's upgrade staging hardware, and Hexagon has provided the Task Deliverables to Customer.

8. Establish I/CAD Archive Database

Task Description

Hexagon resources will create the I/CAD archive database schema using the I/CAD Database Utility and the Customer's upgrade staging hardware.

Note: The Customer's I/CAD archive database will be updated two times as part of this SOW. The first time will be part of this task when the upgraded production database is copied to the archive database. The second time will be after cutover to synchronize the archive database with production

Task Deliverables

- Archive database established on the production staging system

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Server Staging – must be complete
  - The Customer has provided full database backup to Hexagon or given permission for Hexagon to take the backup on the Customer's behalf
  - Change freeze in place on production I/CAD system
  - I/CAD Database Upgrade - Complete
- All work for this task will be performed remotely

Hexagon Team Participation and Responsibilities

- Copy upgraded Production database to I/CAD archive database schema using Customer's upgrade staging hardware, and establish connectivity
- Address data anomalies/inconsistencies affecting structure of I/CAD database schema, as needed, as was done with the upgrade of the production database.

Customer Team Participation and Responsibilities

- Ensure Hexagon is provided with full backup of existing production database
- Provide support to Hexagon as needed during upgrade process

Task Acceptance Criteria

This task will be considered complete when the I/CAD archive database upgrade process has been created and is made ready for production on the staging system.

9. Graphical User Interface (GUI) Upgrade

Task Description

During this task Hexagon resources will migrate Customer modifications from the current I/CAD version GUI to the new I/CAD version GUI. Hexagon personnel will replicate all detected and documented GUI changes to the new version of the respective Project resources.

This task is done by using comparison software to identify all the changes between the current version of configured Project resources and the current default version of the Project resources. The changes detected will be replicated in the new version of the Project resources.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. In such case, the respective changes to the Project resources will not be replicated to the new version, and each occasion will be documented and communicated to Customer.

Requests to configure any new functionality previously not available will be priced as a separate SOW.

Task Deliverables

- Upgraded dynamic linked libraries (DLLs) for use in the staging system
- Document listing any functionality deprecated or replaced during modification to new GUI version (if applicable)

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Customer has provided Hexagon with a copy of all change control documentation
  - Customer has provided Hexagon with the visual studio projects that contain the resource for the GUI(s) currently in production use
    - **Note:** It is not possible to de-compile a DLL into its source code. If Customer does not have access to production versions of the visual studio projects, a Change Order to re-implement those changes will be required
  - All work for this task will be performed remotely
  - The task includes upgrading the following versions of Visual Studio projects in Customer's current library:
    - Icallres (Contains the I/Dispatcher and I/Calltaker environment):
    - Bipres (Contains the background inquiry process environment)
    - Dbmres (Contains the CADDBM environment)
    - DefaultAddInRes (Contains all WPF objects such as status monitors, the inquiry command manager, etc.)
- If Customer has more Visual Studio projects that are not reflected here, a Change Order to add additional scope may be required

Hexagon Team Participation and Responsibilities

- Migrate Customer modifications from current I/CAD version GUI to new I/CAD version GUI

- Document instances where functionality from current version has been deprecated or replaced during conversion to new version and notify Customer of the same (if applicable)

Customer Team Participation and Responsibilities

- Provide complete Visual Studio projects used to build current DLLs used in production CAD system
- Ensure Hexagon has been provided all change control documentation

Task Acceptance Criteria

This task will be completed when Hexagon resources deliver the updated version compiled resource DLL with Customer's configuration items applied and all other Task Deliverables are provided to Customer.

10. I/CAD Delta Overview

Task Description

During this task the I/CAD Delta Overview is presented to Customer-selected staff responsible for local agency supervision and/or training on the current I/CAD Subsystem. This intensive course familiarizes Customer-selected staff primarily with new features of the I/CAD I/Calltaker and I/Dispatcher applications and includes a brief review of current procedures as needed. It also allots time to cover changes in I/CAD configuration or administration with the System Administrator(s).

The complete Delta Overview agenda is a combination of user and system administration-related topics. The System Administrator is required to attend all portions of the course, while the I/CAD user attendees need only participate in the user portion. The agenda for the class will be customized according to the versions upgrading from/to and according to any specific topic requests by Customer. Since this class is typically done in an expedited manner, it is essential that the attendees already have a mastery of the CAD Current Version in their areas of interest, either as supervisors or trainers—it is not recommended for personnel not familiar with I/CAD.

Delta User Topics

- New I/CAD functionality/commands
- Brief review of current I/CAD operations as related to new functionality

Delta System Administrator Topics

- Changes to software configuration options, such as Parameters, Command Line, GUI
- Changes to administrator utilities, such as CADDBM and CAD DB Utility
- Database schema updates
- Other administrative functions, as needed
- Any change of functionality from version 9.2 MR6 which requires users to change their current work flows

Task Deliverables

- I/CAD Delta Overview session

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - An appropriate training room has been identified and setup with presentation capabilities
  - I/CAD Database Upgrade Task – Complete
  - GUI Upgrade Task – Complete
- The session is presented using the COTS version on a virtual machine (“VM”) provided by Hexagon personnel
- The session can also be presented on Customer’s upgraded environment if it is ready for usage, and database and GUI upgrades have been completed. In such case, any issues encountered will be noted for further review during the testing phase, and the Delta Workshop agenda will not be held up to address these issues. Any topics requiring additional data that is not present in the prior version will be reviewed on the VM of the Hexagon representative. It is Customer’s responsibility to set up the instructor and student-client workstations that will be needed for the workshop.

- Agency training personnel will attend scheduled presentations to address questions about workflow, policy, or agency-specific procedure/configuration
- The session shall consist of no more than twelve (12) students, with a maximum of one (1) student per workstation, unless otherwise agreed to by Hexagon
- The Hexagon resource will be on site for up to four (4) days. Actual on-site duration will depend on the mutually agreed-upon agenda and topics to cover
- The maximum length of a training day is eight (8) hours, which includes breaks. Specific start and end times of classes/workshops will be established at least fourteen (14) calendar days prior to the commencement of classes/workshops
- Except for Customer personnel attending Hexagon conducted classes/workshops, Customer is responsible for training users on all functionality

Hexagon Team Participation and Responsibilities

- Provide agenda, schedule, and host I/CAD Delta Overview in accordance with this SOW/Task

Customer Team Participation and Responsibilities

- Ensure appropriate training room has been designed and prepared for the workshop
- Identify appropriate personnel to attend training and ensure schedules align

Task Acceptance Criteria

This task will be complete when Hexagon has delivered the I/CAD Delta Overview to Customer.

11. Interface Upgrade

Task Description

During this task, Hexagon resources will upgrade the current version of I/CAD interface configurations on maintenance to the new version of software.

Interface configurations are contained in multiple areas on a communications/interface server depending on the specific interface. These configurations will be stored in the Windows registry, ASP files, interface-specific executable configuration files (*.exe.config), the CAD database in the form of table data and/or parameter data, or any combination thereof. Customer will provide Hexagon resources access to the currently used servers and files/information as a guide to upgrade the newer version where appropriate.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. In such case, the respective changes to the interface configurations will not be replicated to the new version, and each occasion will be communicated to Customer.

New COTS features in the upgraded version of an interface will be delivered in their default configuration. Unless specifically identified in this SOW, the upgrade is not an opportunity to add custom functionality that did not exist in the previous version. A separate Service Request ("SR") should be filed for each new configuration/customization request. Filing of a SR is the initiation of a process whereby Hexagon will discuss the request on a case by case basis to determine if the request is within scope or out of scope and whether the SR should require a Change Order or considered for a CR-Enhancement. Filing of a SR does not obligate Hexagon to provide the requested configuration/customization. If the SR for new configuration/customization is accepted by Hexagon, such SR may require a Change Order for adding scope to the Project and modifying the Project Schedule. All customizations made must be formally documented and Hexagon and Customer will work together to complete such documentation. Hexagon will not be responsible for customizations it did not make or loss of functionality due to lack of proper documentation of a customization.

Task Deliverables

- Migration of I/CAD interface(s) configurations to the upgrade staging system for Customer testing and verification
    - Includes upgrade of Comm Server 1 and Comm Server 2

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
    - Server Staging Task – Complete
    - I/CAD Database Upgrade Task – Complete
    - Customer has provided Hexagon with a detailed list of customizations it made to the previous version
    - Customer has provided Hexagon with all files that contain the source for the changes currently in production use
- All work for this task will be performed remotely
- Customer has maintained a proper list of all Customer changes to the interfaces from either original implementation or the last upgrade. Lack of proper change documentation may result in lost configuration. Hexagon will not be responsible for lost configuration items due to lack of documentation

- Only those interface products listed in Attachment B will be upgraded as part of the Project
- If there are interfaces Customer has in production that are not in Attachment B and not listed on the Customer's current maintenance agreement, a Change Order will be required to add additional scope to the SOW as well as an adjustment to Customer's maintenance agreement
- Except for hardware and third-party software provided under this SOW, Customer is responsible for any hardware and third-party software necessary for implementing interfaces and connectivity/communication

Hexagon Team Participation and Responsibilities

- Upgrade the current version I/CAD interface configurations on maintenance to the version of software noted in this SOW
- Document all customizations made by Hexagon

Customer Team Participation and Responsibilities

- Maintain covered interfaces on a valid maintenance agreement throughout the Project
- Document all customizations made by Customer
- Provide information and support, including information and cooperation from Customer's third-party vendors who own the third-party software which will interface with Hexagon Software, reasonably requested by Hexagon

Task Acceptance Criteria

This task will be considered complete when I/CAD interface configurations have been migrated to the upgrade staging system

12. I/Informer Interface Upgrade

Task Description

During this task, Hexagon resources will upgrade the current version of I/Informer interface configurations on maintenance to the new version of software. Hexagon will also provide testing support services and move the interface to the production environment once testing is complete.

Requests to configure any new functionality previously not available are not included within the scope of this SOW, and upon request will be priced separately through a Change Order or separate contract.

Task Deliverables

- Upgrade of I/Informer interface

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Server-Side Staging Task – Complete
  - I/CAD Database Upgrade Task – Complete
- All work for this task will be performed remotely
- If Hexagon requires additional information from a Customer SME, State contact, and or State vendor, Customer shall be responsible for obtaining such information
- If Hexagon requires use of the State, County, and or local switch for testing I/Informer queries, Customer shall be responsible for obtaining such information or access from the entity controlling access
- If Hexagon requires access to and or from other external systems, such as RMS and JMS, Customer shall be responsible for obtaining such information or access to/from the external system(s)
- Customer must have CJIS-related security in place as it relates to I/Informer data, transactions, and responses
- Customer is responsible for ensuring that a connection to the State's NCIC/CJIS switch, as well as other external systems required for the Project, are available for testing use by Hexagon. This test connection must be available before the scheduled interface delivery. State-assigned terminal mnemonics, ORIs, and user credentials (if applicable) must also be available for testing. To accurately test certain workflows, responses received by the System in the test environment must contain the same content as those received in the live/production system
- Customer is responsible for ensuring that a connection to the State's NCIC/CJIS switch, as well as other external systems required for the Project, are available for production use prior to Cutover. State-assigned terminal mnemonics, ORIs, and user credentials (if applicable) must be entered into the upgraded System by Customer prior to Cutover
- If there are any changes that impact the I/Informer interface(s), Customer is responsible for ensuring that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer

- This SOW does not include the development of any new forms, queries, or transactions for I/Informer unless specifically identified herein
- This SOW does not include editing of existing forms, queries, or transactions for I/Informer unless specifically identified herein
- Customer will be responsible for all Customer-developed forms, queries, or transactions

Hexagon Team Participation and Responsibilities

- Update the existing I/Informer interface to the version of software noted in this SOW

Customer Team Participation and Responsibilities

- Provide test connections to State/NCIC, as well as other external system required for the Project
- Provide live connections to State/NCIC, as well as other external systems required for the Project
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a production environment
- Test and report any errors to Hexagon within ten (10) business days of installation on Customer's test System

Task Acceptance Criteria

This task will be considered complete when the I/Informer interface configuration has been upgraded and configured for use with the Upgraded Version.

13. MPS Configuration Workshop 1 – Law Enforcement

During this on-site task, the Hexagon resource will conduct a consulting workshop with the Customer to identify configuration changes to the standard MPS (Mobile for Public Safety) COTS build and provide the Customer with an upgraded MPS Build for Law Enforcement.

Note: It is possible not all configuration requests will be fulfilled in the workshop time allotted. If there are configuration requests that could not be completed in the workshop time allotted and they do not include core product code; the Customer may purchase additional services for the configuration requests. If the request includes core product code changes an SR will be filed requesting a CR-Enhancement. All CR-Enhancement requests to core products are not guaranteed and are at Hexagon's Product Center sole discretion.

Task Description

This session dedicates Hexagon consultants to helping the customer define their workflows using MPS.

Upon completion, the intent is for the Customer to proceed with their MPS user training with the configuration as close as possible to the final to ensure their users are comfortable and competent with the system.

Major topics to be covered are as follows:

- Overview of MPS Features and Functions
- MPS Workflow Discussions
- Graphical User Interface Configuration
- MPS Administrative Functions
- Other Configuration Settings as Needed

Task Deliverables

- One (1) Mobile for Public Safety Configuration Workshop for Law Enforcement

Task Prerequisites and Assumptions

- Attendance by the Customer's personnel will be limited to no more than twelve (12) people and must consist of field users and stakeholders capable of making finalized decisions about product behavior and functionality.
- Any documentation provided by Hexagon with this workshop will be standard COTS documentation and Help Files and will not be customized to the Customer's site-specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.
- Mobile hardware compliant with the requirements for MPS as defined in Attachment D: Public Safety System Specifications.
- Mobile hardware (laptops) have MPS installed and working.
- Sufficient wireless/wired network infrastructure (private, commercial, etc.) exists to support MPS operations.

Hexagon Team Participation and Responsibilities

- Conduct a three (3) day workshop on-site, Tuesday through Thursday

- Session hours will be from 8:30 A.M. to 4:30 P.M. including breaks
- The eight (8) hour workshop day will consist of:
  - Four (4) hours of interactive session with the customer (Attendees necessary for this session).
  - Four (4) hours of configuration work by the Hexagon resource based on the morning discussions and project SOW (No attendees necessary for this session).

Customer Team Participation and Responsibilities

- Attendance by at least one Dispatcher who is familiar with I/CAD and its use to perform dispatching and other I/CAD tasks as necessary.
- Provide mobile SME to Hexagon as needed
- Provide a prioritized written list identifying mobile workflows requiring special attention.
- Participate fully and collaboratively in the configuration sessions with the understanding that Mobile Public Safety client configuration decisions must be documented and agreed upon at the conclusion of each session

Task Acceptance Criteria

This task will be considered complete when Hexagon has conducted the on-site MPS Configuration Workshop.

14. Mobile for Public Safety (MPS) Configuration Workshop 2 – Law Enforcement

Task Description

During this Task, Hexagon will conduct one (1) MPS Configuration Workshop 2 with the City's Police department. The purpose of this workshop is to make adjustments based upon the feedback from the MPS Configuration Workshop 1. This task will consist of one (1) three (3) day on-site workshop. The workshop will include:

- Review MPS Configuration Workshop 1 feedback
- Make configuration adjustments to MPS

The City will need to make available a point of contact responsible for the administration of the MPS product along with network and firewall contacts as necessary (in case of connectivity issues).

Upon completion of this task, the City will have one (1) configuration of the MPS product for testing and MPS end-user training.

Task Deliverables

- One (1) Revised Mobile for Public Safety client configuration build for Law

Task Prerequisites

- Completion of MPS Configuration Workshop 1
- Completion of Version 9.4. Upgrade Task

Hexagon Team Participation and Responsibilities

- Conduct one (1) Mobile for Public Safety Configuration Workshop 2 for Law

City Team Participation and Responsibilities

- Provide mobile SME(s) to Hexagon as needed
- Provide an I/Dispatcher SME to provide feedback on how MPS will affect dispatchers and assist with various dispatching tasks
- Provide a network/firewall contact to Hexagon as needed
- Participate fully and collaboratively in the configuration sessions with the understanding that Mobile for Public Safety client configuration decisions must be documented and agreed upon at the conclusion of these sessions
- Review and approve the revised Mobile for Public Safety client configuration

Task Acceptance Criteria

The task is considered completed when Hexagon has completed the MPS Configuration Workshop 2 and delivered the initial MPS client build installation package to the Customer.

15. I/CAD Reassessment

Task Description

As the Customer becomes more experienced with I/CAD, it is common for requests to arise that could be solved with new configuration, additional software products, or changes in workflow. However, the Customer often does not have the expertise or time to perform these types of analysis on their own.

For the I/CAD Reassessment, the Hexagon resource will visit the customer site and focus their attention on the following areas:

- I/CAD configuration and workflow reviews
- I/CAD configuration updates for new functionality
- Best practices for system administration and system maintenance

Tasks for the reassessment will be identified through communications and direct meetings with customer representatives from all aspects of the system, including end users (dispatchers, call takers, supervisors) and system administrators. The Hexagon engineer will also observe operations, sitting along with dispatchers and calltakers, or other users, as needed. From these observations, recommendations will be made for modifications or additions to configurations, workflow adjustments that could be made to operations, or training that might benefit the users or system administrators. Configuration requests resulting from the assessment will be discussed and prioritized to define the scope of the configuration as well as the impact to operations.

The Hexagon implementation engineer will perform configuration updates during the on-site visit. Configuration changes will be agreed upon with the customer, and only completed if time allows during the on-site session. Any outstanding configuration requests will be filed as SRs and addressed by the Account Manager with additional services outside of the upgrade.

The Customer will receive an I/CAD reassessment report which will detail the findings of the Hexagon implementation engineer.

Task Deliverables

- On-site I/CAD Reassessment
- I/CAD Reassessment report

Task Prerequisites and Assumptions

- An appropriate work area has been identified with access to all components of the system

Hexagon Team Participation and Responsibilities

- Hexagon resource will be on-site for four (4) days
- Provide I/CAD Reassessment report

Customer Team Participation and Responsibilities

- Ensure appropriate adequate work area is made available, and time is scheduled for observations on the Communications floor
- Identify appropriate personnel to participate and ensure schedules align

Task Acceptance Criteria

This task will be complete when Hexagon has delivered the I/CAD Reassessment report to the Customer.

Bi-Annual Product Release Update

Task Description

During this task, Hexagon resources will apply Bi-Annual product release update to the Hexagon software products that Customer has covered under active maintenance agreement.

Task Deliverables

- Apply Bi-Annual Release to the Hexagon software products covered under maintenance

Task Prerequisites and Assumptions

- All work for this task will be performed remotely
- To ensure that prior to Customer testing, the latest Current Release has been applied.

Hexagon Team Participation and Responsibilities

- Apply the latest Bi-Annual Release during Implementation
- Update Visual Studio Projects
- Update database/parameters

Customer Team Participation and Responsibilities

- Respond to Hexagon questions and requests for information in a timely manner, but in no event shall Customer's response time impact the Project Schedule

Task Acceptance Criteria

This task will be considered accepted when the latest Bi-Annual Release has been applied to the software

16. MPS System Administration

Task Description

The Mobile Administration course is an intensive course designed for individuals responsible for the technical administration, management, and support of the Hexagon Mobile system. Students receive both classroom training and hands-on experience enabling them to perform advanced functions associated with the setup, configuration, and ongoing maintenance of the Mobile system. Please note the stated prerequisites as strict adherence to these is essential for the successful completion of this course.

Major topics to be covered are as follows:

- COM Server Best Practices
- Review of the CAD Database Tables related to Mobile
- Data flow between CAD and MDT Servers
- Options XML files
- Settings Tool
- RCM Administration
- Update Tool
- Multi-Installer Tool
- Mobile for Public Safety (MPS) and Mobile Responder Troubleshooting
- Logs

Task Prerequisites and Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- One (1), three (3) day workshop will take place on-site
- Session hours will be from 8:30 A.M. to 5:00 P.M. including breaks
- All training/workshops will be held according to the project schedule and will be completed prior to cutover.
- Attendance by the Customer's personnel will be limited to no more than eight (8) people and must consist of personnel responsible for the administration, support, and maintenance of the Hexagon Mobile applications.
- Any documentation provided by Hexagon with this workshop will be standard COTS documentation and Help Files and will not be customized to the Customer's site-specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

- The Hexagon resource will be on-site for three days

Customer Team Participation and Responsibilities

- Personnel responsible for the administration, support, and maintenance of the Hexagon Mobile applications
- Ensure appropriate training room has been designed and prepared for the workshop

- Identify appropriate personnel to participate and ensure schedules align

Task Completion Criteria

This task will be considered complete when Hexagon has conducted the on-site MPS System Administration training class.

17. MPS Train the Trainer

Task Description

Intergraph® Mobile for Public Safety (MPS) is a two-day 'train-the-trainer' comprehensive course to familiarize trainers with the operation and use of the MPS software. Trainers will learn all of the essential functions of MPS including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Multiple agency specific operations are also covered, including Fire, Law Enforcement and Sheriff related updates. Trainers completing the course should have a good working knowledge of MPS.

MAJOR TOPICS:

- Create, receive and update active events including facilities, staging and towing (if applicable)
- Update active unit status
- Submitting inquires on all events and units
- Submitting and receiving messages
- Create and receive I/Informer queries from MPS (if applicable)
- Using training guidelines and techniques for MPS

Task Deliverables

- Two (2) day on-site MPS Train the Trainer sessions

Task Prerequisites and Assumptions

- Customer Hardware fully staged and available
- CAD and MPS System fully licensed, staged, and available
- Hexagon credentials (operating system) available
- Hexagon user account provisioned with local administrator rights on all servers and workstations
- Customer Data collection spreadsheets completed
- Standalone MPS fully staged and available on each workstation
- Standalone CAD and MPS fully staged available on the trainer's workstation

Hexagon Team Participation and Responsibilities

- The Hexagon resource will be on-site for two days

Customer Team Participation and Responsibilities

- Ensure appropriate training room has been designed and prepared for the workshop
- Identify appropriate personnel to participate and ensure schedules align

Task Acceptance Criteria

This task will be complete when Hexagon has delivered the MPS for Trainers course to the Customer.

18. Map Workflow Review

Task Description

During this task Hexagon will provide map consulting services to review Customer's map development and map roll process.

Hexagon resources will provide two sessions – three and one half (3.5) consecutive days on-site each and four (4) consecutive days of remote map workflow and consulting services including, but not limited to:

- Review and workflow analysis of Customer's current map development and map roll process
- Create a new Map Workflow Document, identifying best practices and recommended workflow procedures

Task Deliverables

- On-site map consulting services
- New Map Workflow Document

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Customer has current backups of CAD system
- Two, three and one half (3.5) day sessions will take place on site and one, four (4) day session remote
- Customer will be responsible for the topological and attribution accuracy of the GIS data
- Hexagon will not perform any topological or attribution edits to the GIS data

Hexagon Team Participation and Responsibilities

- Discuss Customer's current map workflow processes
- Review Customer's existing map workflow documentation and/or design files
- Discuss best practices for map development and map roll purposes
- Create a new Customer Map Workflow Document
- Answer questions and provide guidance as necessary during Customer's map roll process
- Provide map consulting services

Customer Team Participation and Responsibilities

- Provide Mapping SMEs to work with the Hexagon map consultant while he or she is on site
- Provide the Hexagon map consultant with current Map Workflow Document for review
- Provide the Hexagon map consultant with samples of mapping source data and/or design files, as requested
- Work and cooperate with the Hexagon map consultant in the development of the new Map Workflow Document

Task Acceptance Criteria

This task will be completed when Hexagon has provided two, three and one half 3.5) consecutive day sessions on-site and one, four (4) day session remote map workflow and consulting services.

19. Test Server Software Update

Task Description

Hexagon will stage the Test server utilizing copies of the Production ready environment prior to cutover. The staging task involves configuring the operating system, creating the directory, setting up folder permissions, and installing and setting up Hexagon software. Unless otherwise described herein, Hexagon will install the software in its customary fashion.

Task Deliverables

- Software staging of the Test server

Task Prerequisites and Assumptions

- The following items must be completed prior to beginning this task:
  - Upgrade staging hardware fully installed, racked, cabled, powered, and on the network
  - VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
    - Not required if Customer is using SecureLink
- All work for this task will be performed remotely by Hexagon resources
- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles

Hexagon Team Participation and Responsibilities

- Install the upgraded version of I/CAD software test and/or training licenses as listed in Customer maintenance agreement and any additional software added as part of this SOW on the training and test servers

Customer Team Participation and Responsibilities

- Verify all software has been provided.

Task Acceptance Criteria

This task will be considered complete when the CAD server software has been staged on the training and test server(s).

20. Upgrade Configuration Testing

Task Description

During this task Customer will conduct internal testing of the Upgraded Version and its configuration. Other than software unit testing during the implementation process, Hexagon does not provide testing of Customer-specific configuration of an upgraded system. All such testing is the sole responsibility of Customer.

Hexagon resources make commercially reasonable efforts to ensure prior configurations are carried forward to the Upgraded Version. That effort notwithstanding, errors can appear after upgrading the software.

During upgrade configuration testing, and as a result of Customer being the only party that can fully understand all associated workflows, site-specific configuration decisions, and product customizations as they apply to Customer's operation, Customer is solely responsible for making sure the I/CAD and MPS Subsystems are acceptable and ready for production use.

Task Deliverables

- SR Trending Report

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Interface Upgrade Task – Complete
  - MPS Upgrade Task – Complete
  - I/CAD Delta Workshop Task – Complete

Hexagon Team Participation and Responsibilities

- Address mutually agreed upon Priority One (P1) and Priority Two (P2) SRs (i.e. “Defect”) as defined in the Glossary (Attachment D), and answer functionality questions
- Respond to SRs in a timely manner according to the Project Schedule and assigned timeframes for addressing errors

Customer Team Participation and Responsibilities

- Customer will conduct upgrade configuration testing with remote support from Hexagon resources
- Customer will file an SR in the Customer Portal for all errors encountered as part of testing. SRs must contain all information required to reproduce the issue being reported. Issues should not be reported until they can be reproduced and the steps to reproduce are documented. SRs may be filed upon the occurrence of any of the following events, which is not an exhaustive list:
  - Errors
  - Anomalies
  - Questions
- All SRs filed as part of the configuration testing for the upgrade must have a summary that begins with “CAD UPGRADE:” This requirement is intended to ensure the item is properly routed to the Hexagon resource assigned responsibility for addressing errors
- Respond in a timely manner to inquiries from Hexagon resources assigned to work on addressing errors

- Complete Upgrade Configuration Testing within thirty (30) calendar days

Task Acceptance Criteria

This task will be complete upon the earlier of: (i) upon completion of the thirty (30) calendar day testing period identified in the Project Schedule; or (ii) when Customer provides written notification to Hexagon that Customer has completed the Upgrade Configuration Testing.

21. Addressing Errors During Customer Upgrade Configuration Testing

Task Description

During this task Hexagon resources will review errors filed by Customer as a result of Customer testing conducted in the Upgrade Configuration Testing task. Hexagon will address mutually agreed upon P1 and P2 errors and answer functionality questions Customer has submitted.

Addressing errors is very much a team effort. Hexagon will rely on Customer to report detailed and accurate information about the problems encountered, which shall include, but not be limited to:

- A complete and accurate description of the problem
- A complete workflow description that allows the error to be reproduced, including any variables required such as unit ID, event location, event type, personnel, date, time etc.
- The name and contact information for the person reporting the error

Hexagon resources are scheduled to address errors approximately three to four (3-4) weeks after the Upgraded Version has been configured. This timeframe allows for Customer to conduct their tests and report errors. The testing timeframe and duration will be clearly reflected in the Project Schedule.

Task Deliverables

- Updated SR Trending Report

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - Interface Upgrade Task – Complete
  - MPS Upgrade Task – Complete
  - I/CAD Delta Workshop Task – Complete
- All work for this task will be conducted remotely
- Customer will have dedicated representatives scheduled and available to the Hexagon resources addressing errors
- For purposes of this SOW, the term “addressing errors” means either: (i) the error has been resolved with additional configuration via the COTS product tools; or (ii) in the case of product defects, an appropriate change request, defect (CR-D) has been filed with the Hexagon product center for review and classification
- All errors will be tracked
- If the error discovered is a P2 or higher it may qualify for a patch request
- If Customer desires, a patch request will be filed for the version being implemented
  - Note: Delivery of a patch is not guaranteed and is at the sole discretion of Hexagon
- Requests for new configuration may require a Change Order to add additional scope/level of effort and modify the Project Schedule accordingly

Hexagon Team Participation and Responsibilities

- Address errors recorded and respond in a timely manner and in accordance with the Project Schedule

Customer Team Participation and Responsibilities

- Ensure adequate detail is available to aid Hexagon as it addresses errors recorded
- Respond to Hexagon questions and requests for information in a timely manner, but in no event shall Customer's response time impact the Project Schedule

Task Acceptance Criteria

This task will be considered complete upon the earlier of: (i) the date upon which the Hexagon implementation team has addressed all valid and mutually agreed-upon P1s and P2s (documented in SR Trending Report); or (ii) when the Customer provides written notification to Hexagon that the I/CAD and MPS Subsystems are ready for production use.

22. Readiness Review

Task Description

During this task Hexagon technical resources, the Hexagon Project Manager, and Customer team will meet and determine if the CAD and MPS Subsystems are ready for Cutover.

In addition, the Readiness Review verifies that the following has occurred:

- A document titled, “Cutover Plan” has been developed and approved by both Hexagon and Customer
- Identification and scheduling of Hexagon and Customer resources required for Cutover activities
- Notification of the pending Cutover to the upgraded Version is communicated to internal and external interface stakeholders supplying systems integral to operations

Task Deliverables

- Approved Cutover Plan
- Approved Cutover Schedule

Task Prerequisites and Assumptions

- The following item(s) must be complete and fully deployed prior to beginning this task:
  - Addressing Errors During Customer Upgrade Configuration Testing Task - Complete
  - All non-defect P2 or higher errors have been addressed
- This meeting will take place remotely via conference call
- Customer certifies it has trained its personnel who will be utilizing the CAD system

Hexagon Team Participation and Responsibilities

- Work with Customer to schedule Readiness Review and set up meeting
- Provide system Cutover notification to appropriate internal and external interface stakeholders
- Review and provide timely feedback/approval of Cutover documentation
- Work with Customer to determine suitable Cutover schedule

Customer Team Participation and Responsibilities

- Notify internal and external interface stakeholders about pending Cutover
- Review and provide timely feedback/approval of Cutover documentation
- Work with Hexagon to determine suitable Cutover schedule

Task Acceptance Criteria

This task will be complete when the Readiness Review has been conducted and all Task Deliverables have been approved.

23. Cutover to Production Use

Task Description

During this task the production system will Cutover to the Upgraded Version. The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed:

- Production use of the Current Version will be stopped. Downtime is generally less than four (4) hours. Interface downtime can be far longer depending on circumstances surrounding third-party availability, required connections to third-party vendors, and availability of the Hexagon Product Center/developer support
- If new hardware was purchased to run the upgraded I/CAD system:
  - The database will be cleaned of all test data
  - The number tables between old version and new version will be synchronized to avoid any gaps in event and/or case numbers
  - Operators may connect to and begin using the upgraded system

The CAD and MPS Subsystems will be absent of any historical unit and event data until the backfill of data has been completed.

The Current Version I/CAD database will be upgraded again to the Upgrade Version to capture the entire event and unit history data generated since the full Subsystem backup was taken for the I/CAD Database Upgrade task.

Task Deliverables

- On-site Cutover support by Hexagon resources

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - CAD Readiness Review Task – Complete
  - Agreement by and between Hexagon and Customer that Cutover can proceed (“Cutover Commencement Agreement”).
    - Hexagon's Project Manager will direct the following activities:
  - Verify software configuration is ready for live Cutover
  - Work with Customer to ensure third-party vendors are available for support during Cutover, if needed
    - Coordinate addressing of post Cutover P1 and/or P2 errors with Customer and Hexagon
  - Be on site during the week of Cutover
- Hexagon will have a Project Manager, a CAD Implementer, and a CAD Interface/Mobile Implementer on site for the week of Cutover
- Cutover will take place on the day and time designated by Customer but will occur no later than Tuesday of the week designated for Cutover

- If Cutover cannot take place due to issues within the control of Customer and/or Customer's vendor(s), there may be a cost associated with re-scheduling the upgrade Cutover

Hexagon Team Participation and Responsibilities

- Stop all I/CAD and I/CAD interface related services on the existing (old) version of I/CAD, thus shutting down access to the old System
- Synchronize the number table entries between the old System and the new System, ensuring no event or case numbers are skipped and verifying that no System level numbers are or will be duplicated
- Start all the I/CAD and I/CAD interface services on the upgraded System
- Notify Customer that the upgraded I/CAD system is ready for production use

Customer Team Participation and Responsibilities

- Use the unit summary command to print off lists of the units currently logged on and their statuses
- Use the event chronology command to print an event chronology for every open event (pending or active)
- Cancel all pending events with a disposition code to be determined by Customer, and a comment that states "CLOSED FOR CAD UPGRADE"
- Clear all units from active events with a disposition code to be determined by Customer, and a comment that states "CLEARED AND CLOSED FOR CAD UPGRADE"
- All operators must sign out of the Hexagon applications they are using and exit the application
- Stop all use of the existing (old) version of I/CAD including all I/Dispatcher, I/Calltaker, NetViewer, NetDispatcher, Mobile for Public Safety, and other interfaces

Task Acceptance Criteria

This task will be complete when the Customer has Cutover to the Upgraded Version.

24. Post-Cutover Support

Task Description

During this task Hexagon resources will provide Post-Cutover Support to Customer.

The Post-Cutover Support task is designed to provide Customer with dedicated, accessible support for questions and errors encountered in the ten (10) business days following the Cutover to production use of the new System (the "Post Cutover Support Period")."

During this task Hexagon resources will be assigned P1 and P2 SRs that are filed by Customer against the upgraded System. Hexagon resources will work to identify and address the errors reported.

In the event Hexagon, categorizes any reported P1/P2 SRs as a defect, the Hexagon resource will file a change request defect (CR-D) with the Hexagon Product Center.

The Post-Cutover Support period is not a configuration period. Requests for new configurations that are not related to addressing an error condition will not be supported during this time frame and Hexagon shall have no responsibility to address or support any such requests. This is done to ensure the stability of the System delivered and that focus remains on errors rather than the introduction of new opportunities for errors or problems.

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
  - CAD Cutover to Production Use Task – Complete
- Post-Cutover Support Period 1 is on site for the business week following Cutover
- Post-Cutover Support Period 2 is off site for the business week following Post-Cutover Support Period 1
- Post-Cutover Support is provided Monday-Friday during normal business hours. Standard after-hours emergency support procedures remain the same for the duration of this task
- Errors will be reported via the Customer Portal
- Customer System Administrator remains the primary point of contact and initial troubleshooting point of contact for all errors during this task
- Customer System Administrator maintains responsibility for core system administration tasks

Hexagon Team Participation and Responsibilities

- Provide Post-Cutover Support in accordance with this SOW / Task
- Address SRs in a timeframe that is commercially reasonable

Customer Team Participation and Responsibilities

- Ensure SRs are recorded in a timely manner

Task Acceptance Criteria

This task is complete and accepted when the Post-Cutover Support Period has expired.

ACCEPTANCE CRITERIA

This Project will be deemed accepted upon the earlier of: (i) written acceptance by Customer, or (ii) Cutover of the Upgraded Version of CAD and MPS.

Note: If a delay in final acceptance is caused by another vendor or Customer's inability to provide required deliverables, and such delay lasts for more than thirty (30) days after delivery by Hexagon, Customer agrees to provide written acceptance of the Hexagon software and services.

PRICE

Pricing for the SOW shall be in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon completion of the Project Kickoff Meeting	20%
Upon completion of Server Staging Task	15%
Upon completion of I/CAD Database Upgrade Task	15%
Upon completion of Interface Upgrade Task	15%
Upon completion of I/CAD Delta Overview Task	15%
Upon completion of Customer Upgrade Configuration Testing Task	15%
Upon acceptance as defined in Section: Acceptance Criteria	5%

Payment terms are set forth in the Master Terms.

TERMS & CONDITIONS

The terms and conditions governing this SOW are set forth in those certain Master Agreement Terms and Conditions ("Master Terms") set forth at:

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/MT/USMT082020.pdf

APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED HEXAGON SIGNATURE		
Name:	Debra T. Huser, Americas Finance Director Hexagon Safety & Infrastructure	
Signature:	Debra T Huser	**Date:** 08.27.2020

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		**Date:**

ATTACHMENT A – PROJECT METHODOLOGY

PROJECT METHODOLOGY

Hexagon Project Managers apply specific industry-proven methods and SMEs to implement identifiable components. As an example, a typical Hexagon Public Safety project includes the CAD subsystem but mapping and interfaces are components of the overall CAD installation, as well as mobile communications and data conversion that may also be included. Furthermore, Hexagon approaches each component of the overall CAD subsystem as a sub-project and brings in subject matter experts when necessary to address component installation.

Note that completion of one component may precede completion of the overall subsystem while installation of interfaces may extend beyond subsystem closure, as interface integration may be proposed that cannot be implemented until the entire system is in place.

The proposed implementation approach addresses the CAD, and associated CAD interfaces at the beginning of the project.

The delivery methodology consists of four (4) stages with clearly defined exit criteria to ensure all tasks for each phase are successfully completed by the Customer and Hexagon teams. Some tasks will overlap in between phases to accommodate the speed of the project, but those are not configuration-specific tasks. The diagram below provides a high-level description of each phase.

Tasks during the Planning & Initializing Phase are designed to confirm subsystem and interface requirements, clarify the Customer's expectations with respect to subsystem deliverables and clarify Hexagon's understanding of Customer workflows

Tasks undertaken during the Staging Phase result in a functional, though not fully configured, subsystem that uses the Customer's operational and mapping data. The Customer will begin to learn basic system administration in preparation for site-specific system configuration during the Configuration Phase.

Tasks during the Configuration Phase result in a fully configured subsystem and include interface installation tasks and others that prepare the system for final testing.

Tasks during the Deployment Phase include final map building and processing, training, system testing, and system fine-tuning.

PROJECT MANAGEMENT

Hexagon will assign a Project Manager at the beginning of the project to act as the primary point of contact at Hexagon for the Customer and provide general oversight and guidance for the project team throughout the execution of this effort. The Project Manager will ensure the project is executed in accordance with proposed effort as defined in this SOW. Project management services will be those typically provided by a Program Management Office and may include (but may not be limited to) the tasks and services listed as follows:

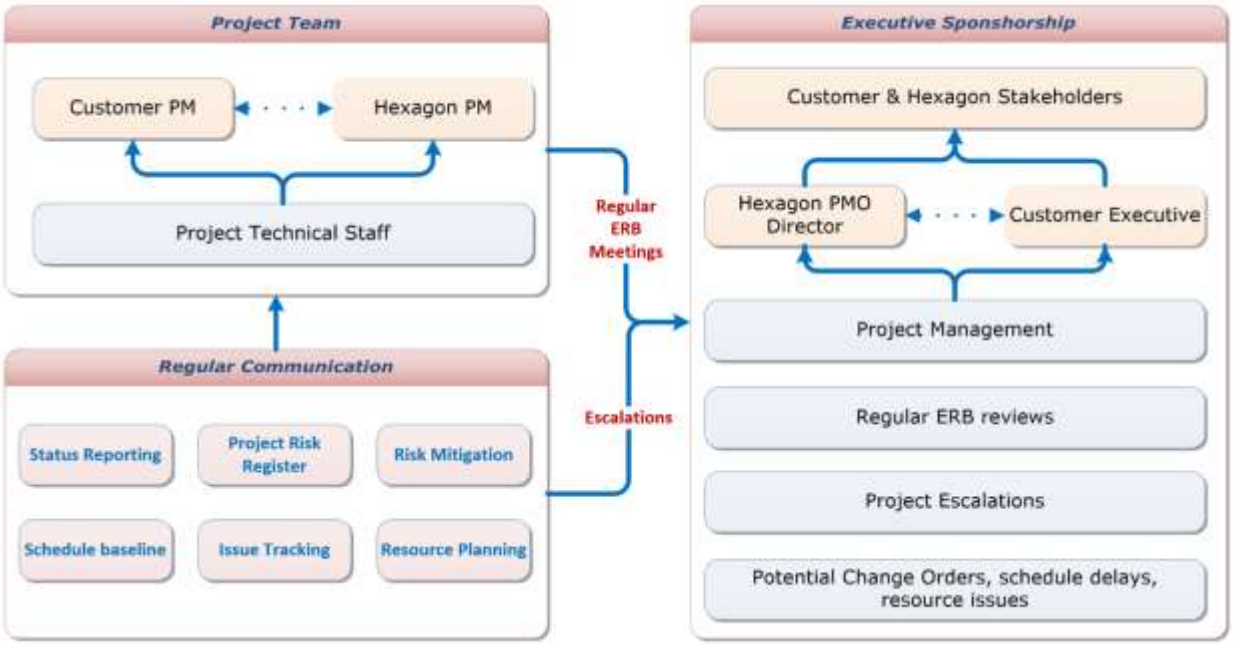
- Act as single point of contact for the Customer from Kickoff through Cutover to production
- Determine, with Customer, a mutually agreed-upon conference call meeting schedule, during which project status and issues will be reviewed
- Provide status reports to the Customer at a mutually agreed-upon schedule that will provide:
  - Risk register
  - Overall project status
  - Current activities for project
  - Upcoming activities for project

- List of milestones and their status
- List of change orders
- Provide a mutually agreed-upon schedule in digital format (PDF)

- Verify the Intergraph product release schedule
- Order Intergraph software (if applicable)
- Address issues that arise during the project implementation by coordinating with appropriate Hexagon or Customer resources
- Prepare a checklist of responsibilities and tasks to be completed during the Cutover Task approximately thirty (30) days prior to Cutover. Discuss the Cutover plan with Customer and the Hexagon on-site team
- Process change orders (if applicable)
- Verify Customer activities related to this SOW have been completed in timely manner
- Verify Customer-provided hardware meets Hexagon specifications
- Verify software configuration is ready for live Cutover
- Coordinate resolution of any post-Cutover issues with the Customer and Hexagon

COMMUNICATION MANAGEMENT

To ensure successful delivery of the project in accordance with the schedule, regular communications and an escalation path as needed, as depicted below. This communication plan also includes providing status updates to each party's Project stakeholders.



Hexagon follows the Project Management Methodologies set forth by the Project Management Institute. Our PMO ensures all projects go through a review for applicable implementation of the PMBOK's 42 processes for project management and when applicable, ITIL's 23 processes for IT service management, all the while maintaining compliance w/ ISO 9001:2008. Our PMO ensures that these standardized processes are in place for total project management from managing risks, to planning schedules, to managing communications, to delivering services, and more.

SCHEDULE MANAGEMENT

Hexagon prides itself on working and succeeding in a challenging and consequential industry. Projects of this nature involve both parties performing a variety of tasks that are dependent upon one another. With that type of relationship and the number of tasks involved, from time to time delays occur. However, Hexagon has a proven track record of working with its customers to navigate and overcome those challenges to successfully implement its public safety software solutions.

ISSUE MANAGEMENT

As a vendor with vast experience and capabilities, Hexagon employs best practices within its implementation and on-going support operations, and these practices represent the bid as described above. Lessons learned from implementations are reviewed in debriefs and a formal process improvement methodology is employed to continually hone processes and improve deployment successes. The implementation methodologies employed by Hexagon are based on many years of experience. Within a Best Practices framework, the Hexagon approach is flexible, geared for adaptability to the needs of the customer's agencies, with a strong emphasis on process/workflow analysis and assistance with gap identification and mitigation on the part of Hexagon. The Hexagon commitment to excellence in customer support is evidenced by the investment in state-of-the art customer support technology.

Typically, all formal communications will occur between the Hexagon Project Manager and the Customer Project Manager. This communication will be either via email or written memorandum and will, at a minimum, describe in detail the issue, impact, and expected response date. Upon receipt, the receiving Project Manager, Hexagon or Customer, will acknowledge receipt via email. The Project Manager will assess the issue, solicit assistance from appropriate parties or resources, test, where appropriate, and respond back to the initiating Project Manager via email or written memorandum.

If the issue is not able to be resolved, the initiating Project Manager will notify the other Project Manager that the response is inadequate and needs to be escalated.

The escalation on the Hexagon side will go from the Hexagon Project Manager to the Hexagon Contract Manager. Communications between the Customer and the Hexagon Contract Manager will be accomplished via email or written memorandum with the Hexagon Project Manager copied.

The escalation on the Customer side will go from the Hexagon Project Manager to the Customer Project Sponsor / Contract Manager. Communications between Hexagon and the Customer Project Sponsor / Contract Manager will be accomplished via email or written memorandum with the Customer Project Manager copied.

SCOPE MANAGEMENT

Scope management is addressed via formal Change Request Orders. Requested tasks that fall outside of the negotiated contract as detailed in the Statement of Work can impact schedules and must be addressed via a formal Change Request Order. If a change request is needed, Hexagon will provide a description of the work to be performed and an estimate of the level of effort and additional costs. The Project Manager may approve and authorize the work to be performed according to a mutually agreeable schedule. The Statement of Work and Project Schedule are then adjusted accordingly.

RISK MANAGEMENT

Risk is a probabilistic estimate that an event will occur that has either positive or negative consequences for the project. It is composed of two parts: 1) the probability of occurrence and 2) the relative impact if the risk occurs. The purpose of establishing Hexagon's approach to risk is to provide a process for the identification, analysis, prioritization, and mitigation of project risks. The sections below define roles and responsibilities for participants in the risk management process, the risk management activities to be completed, and the techniques used for tracking and monitoring risks.

Roles and Responsibilities

In addition to other duties, the Hexagon project manager acts as the project risk officer. As such, the project manager oversees the risk management process by performing the following:

- Facilitating risk identification
- Assigning risk items to team members
- Coordinating analysis activities and the prioritization of risks
- Ensuring mitigation strategies and action plans are in place
- Maintaining the project's risk register
- Monitoring and controlling risk

The project manager assigns each risk to a project team member who assesses the exposure and probability for the risk and reports the results of the analysis to the project manager. The team member to whom the risk item is assigned becomes the "owner" of the risk item. The risk owner is also responsible for developing a mitigation plan for the risk, which must be approved by the project manager. The risk owner is also responsible for executing the mitigation plan and providing status reports to the project manager.

Risk Management Process

The Hexagon Risk Management process is composed of risk identification, risk analysis and prioritization, risk mitigation planning, and risk monitoring and control.

Risk Identification

Risk identification occurs at the beginning of the program and continues on an ongoing basis. It is the responsibility of all team members and stakeholders to identify potential risk.

At the beginning of the program, a facilitated workshop and brainstorming session is held with all team members to identify potential risk items. Team members can submit additional risk items at any time throughout the project. Any identified risks are added to the risk register for further analysis. It is the project manager's responsibility to assign a risk owner to be responsible for completing the initial analysis and mitigation strategy.

Categories under which risk might be identified:

- Technical
- Scope
- Schedule
- Financial
- Hexagon/internal (i.e. Hexagon staffing)
- Customer/external (i.e. Customer staffing)

The risk items for the project will be documented in the Project Risk Register. The Project Risk Register is an Excel spreadsheet that contains the following information about each risk:

- Project risk item ID (a unique identifier for each risk item)
- Date of risk identification
- Risk impact
- Probability of occurrence
- Prior trend
- Current Trend
- Risk item description
- Mitigation strategy / action plan
- Secondary or associated risk
- Risk category
- Mitigation status
- Risk priority
- Risk owner

An example of the risk register format is provided below:

RISK ID NUMBER	DATE RISK IDENTIFIED	IMPACT	PROBABILITY	PRIOR TREND	CURRENT TREND	RISK DESCRIPTION	MITIGATION STRATEGY	SECONDARY OR ASSOCIATED RISK	RISK CATEGORY	MITIGATION STATUS	PRIORITY	OWNER
1	MM/DD/YYYY	High	High	↑	↑	Description of the risk	Mitigation Strategy/ Action Plan	A description of an associated risk	Schedule	In Process	High	Risk Owner

Risk Analysis and Prioritization

The project manager assigns the risk item to a team member who estimates the probability that the risk will occur and the impact if the risk does occur. The team member then reviews their analysis results with the project team at the risk review meeting where agreement on a final assessment will be made.

Risk Management Planning

After the risk analysis has been reviewed and approved by the project manager, all risk items will be prioritized and a risk mitigation strategy developed as appropriate. The strategies used for negative risks are as follows:

- Avoid – This strategy attempts to eliminate the risk
- Transfer – This strategy attempts to transfer the risk to a third party
- Mitigate – This strategy attempts to reduce the probability and/or impact of the risk
- Accept – This strategy is used when an attempt to avoid, transfer, or mitigate the risk is not possible and therefore the risk is accepted and dealt with

The strategies used for positive risks are as follows:

- Exploit – This strategy attempts to ensure that the opportunity occurs
- Share – This strategy attempts to share the opportunity with a third party that is better able to benefit from the opportunity
- Enhance – This strategy attempts to increase the probability that the opportunity can be realized
- Accept – This strategy does not proactively increase the probability of the opportunity

Risk Monitoring and Control

Hexagon conducts internal project reviews at specific periodic intervals throughout the lifecycle of each project. An in-depth review of each project risk is part of each project review. Each project review is conducted by the Project Manager and provides an objective assessment of each risk and the associated risk mitigation plan. If the overall project risk is assessed as medium or high, then the frequency of the internal Hexagon risk review is increased as appropriate to better mitigate the risk to the project.

In addition to the internal Hexagon risk review process, the project manager will incorporate project risks into the risk section of the Monthly Progress Report submitted to the Customer. During each monthly

status review, the project manager will review each risk with the Customer to ensure that all team members are working toward a mutually agreeable mitigation plan.

Following Hexagon and the Customer's review and mutual agreement on the status of each project risk, a risk mitigation status may be assigned as follows:

- Open – The mitigation strategy is under development and/or review
- Monitor – The mitigation plan is believed to be implemented and the risk continues to be monitored
- Accepted – The risk is accepted
- In Process – The mitigation strategy is actively being worked by the project team
- Closed – The mitigation strategy has been successfully confirmed as completed or the risk has been realized

All risks with an active status (open, monitor, accepted, in process) are contained in the primary risk worksheet within the Project Risk Register. All closed risks are retained in a separate worksheet as reference material.

PROJECT QUALITY CONTROL AND ASSURANCE

Hexagon applies a multi-faceted approach to Project Quality Control. Each Hexagon project is involved in one or more of the following project quality control processes as applicable:

- Bi-Weekly Risk Management Meetings
- Monthly Public Safety Operations Executive Reviews
- Periodic Project Reviews

Bi-Weekly Risk Management Meetings

Bi-Weekly Risk Management meetings are held by Hexagon Public Safety Operations management and Hexagon Public Safety Product Center management. The focus of the meeting is to briefly review project issues that require management support for resolution and/or risk mitigation and to discuss the status of the associated action plan.

Monthly Public Safety Operations Executive Reviews

The monthly Public Safety Operations Executive Review meeting is held by the Hexagon project manager and attended by the Hexagon Public Safety Operations management team to review overall project status. This is an in-depth and comprehensive review designed to reduce risk for all large projects.

Periodic Project Reviews

Hexagon conducts detailed project reviews at periodic intervals throughout the lifecycle of each project. Project reviews are designed to provide an in-depth assessment of the project, thereby reducing project risk, improving project quality, promoting best practices, and improving overall customer satisfaction.

For each project, check points are established at contract award that coincide with key events in the project schedule. At each project checkpoint, the following activities occur:

- Project documentation is reviewed (i.e. action register, risk register, contract documentation, and so forth)
- Interviews are conducted with each Hexagon team lead
- The Hexagon project manager is interviewed
- The Project Risk Register is updated
- The Hexagon project manager action list is updated
- A Project Review Status Report is issued to the Hexagon program manager/project manager, the executive manager of the US Public Safety Project Management Office, and other Hexagon practice management, as appropriate for the project

If the overall project risk is assessed as medium or high, then additional Project Reviews are scheduled at an increased frequency as appropriate to better mitigate the risk to the project.

Hexagon is committed to an excellent and strict quality control program that has been approved by Lloyd's Register Quality Assurance to the following Quality Management System Standards: ISO 9001:2008. This Quality Management System ensures our:

- Operating policies and procedures are standardized
- Quality processes are repeatable and quality driven
- Process improvements are continuous actions that are monitored to completion
- Performance meets and exceeds the clients' objectives

Quality Control

The quality control program of Hexagon is managed by a team of experts who are applying and maintaining our standard operation procedures to ensure our customers are receiving the highest quality services and software. Maintaining this level of control ensures the ultimate quality of our customized products and services.

Quality Assurance

It is the policy of Hexagon to provide quality work, services, and products that meet or exceed the expectations and requirements of our customers. Hexagon is committed to continuous quality improvement through involvement of all personnel and customers, in a systematic, logical process, to continually improve Hexagon's work practices and procedures.

Hexagon is committed to the development and implementation of our company-wide Quality Control Process. Our employees adhere to established objectives for continuous improvement, as well as a quality policy that focuses on customer needs and improved processes to meet our goals of providing exceptional quality in all our services. Management at all levels continually reinforces this commitment through communicating openly with employees about the importance of meeting all of Hexagon and our customers' requirements.

The Hexagon Quality Control Process is implemented through the following key strategies:

- Development of a clear focus and emphasis on the customers' needs and requirements
- Adoption of a management structure that engenders positive attitudes, encourages personal and technical development, and which rewards effort, integrity, and initiative

- Ongoing development and maintenance of an effective information and documentation system
- Encouragement of technology transfer and professional development by means of attendance at professional seminars and appropriate courses, encouragement of employees to participate in and lead national professional organizations representing their engineering specialty, and by dissemination and reading of technical papers published by other experts
- Commitment to a continuing recruitment program to attract and hire highly motivated professionals with appropriate qualifications and proven work skills

PROJECT DELIVERABLE SIGN-OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION	$AMOUNT OF PYMT
THIS SECTION DESCRIBES THE DELIVERABLE	(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) business days after receipt of a written request from Hexagon, to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) business day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative

Customer Contact Name

_____ _____

SIGNATURE DATE

ATTACHMENT B – PROJECT DELIVERABLES

New Software Added:

First Year Software Maintenance on New Software beginning upon cutover to production environment

PART NUMBER	DESCRIPTION	QUANTITY
IPS0080C	Mobile for Public Safety CC - Comp	32
IPS0001HAC	I/Executive for High Availability - Component	1
IPS0001HATST	I/Executive for High Availability - Test License	1
IPS0001HABCK	I/Executive for High Availability - Backup License	1
IPS0035	I/Backup License	1
IPS0035	I/Backup License	1
IPS0004TST	I/Informer - Test License	1
IPS0004BCK	I/Informer - Backup License	1
IPS0004ATST	I/Informer to I/LEADS NL - Test License	1
IPS1183	Intergraph Remote Content Management CC	1
IPS1183TST	Intergraph Remote Content Management CC - Test License	1
IPS1183BCK	Intergraph Remote Content Management CC - Backup License	1
IPS0002TST	I/Dispatcher - Test License	1
IPS0002BCK	I/Dispatcher - Backup License	1
IPS0012TST	I/Page - Test License	1
IPS0012BCK	I/Page - Backup License	1
IPS0009TST	I/Mobile Data Terminal NL - Test License	1
IPS0009BCK	I/Mobile Data Terminal NL - Backup License	1
IPS0015TST	I/Tracker - I/CAD - Test License	1
IPS0015BCK	I/Tracker - I/CAD - Backup License	1
IPS0042ITST	I/NetViewer - Test License	1
IPS0042IBCK	I/NetViewer - Backup License	1
IPS0048TST	I/FRMS-CADlink NL - Test License	1
IPS0048BCK	I/FRMS-CADlink NL - Backup License	1

New Software/Hardware – Physical Server Environment

First Year Software Maintenance on Microsoft SQL Server Software products beginning upon shipment

PART NUMBER	DESCRIPTION	QUANTITY
THRDHW001	PowerEdge R740XD - Archive Server	1
THRDHW001	PowerEdge R740SX - CAD DB Server	2
THRDHW001	PowerEdge R640 - Interface Serve	5
THRDHW001	PowerEdge R640 - Test Serve	1
7JQ-00336-US-2016	MSFT SQL Server 2016 EE w.SA (US State&LocalGovONLY) -2 cores	4
7NQ-0085	Microsoft SQL Server 2016 Std Edition Full-Use - 2 Core Pack	4

CAD Products Currently on Maintenance Being Upgraded:

PART NUMBER	DESCRIPTION	QUANTITY
	Site Number: 50001704	
IPS0004	I/Informer	2
IPS0004A	I/Informer to I/LEADS NL	1
IPS0009	I/Mobile Data Terminal NL	1
IPS0012	I/Page	1
IPS0015	I/Tracker - I/CAD	1
IPS0042A	I/NetViewer - 15 users	1
IPS0048	I/FRMS-CADlink NL	1
IPS1163-M	I/Map Editor CC for Ingr GM Pro and CAD Users	1
IPS0002	I/Dispatcher	14
IPS0082-M	Map Admin Utility for I/Map & I/Executive Users	1
GSPX5007	GeoMedia Professional CC	1
IPS0082	Map Administration Utility	1
IPS1163	I/Map Editor CC	1

* The Oracle licenses shown below support both CAD and RMS system. Customer will be responsible for identifying which licenses and quantity of licenses that support CAD system and submit a Relinquishment Form to Maintenance Contracts following cutover to CAD 9.4.

IPSF584AA-A	Oracle Std Ed - App Specific-NU	120
IPSF520AA-1002A	Oracle Standard Ed.-Application Sp	96

For clarity purposes, only the software licenses listed below are being exchanged/relinquished as part of the CAD 9.4 Upgrade project:

Software Licenses to be Exchanged and Relinquished:

PART NUMBER	DESCRIPTION	QUANTITY
IPS0001	I/Executive NL	1
IPS0007	I/Executive 2 NL	1
IPS0038	I/Mobile CC	32
IPS0002TRN	I/Dispatcher - Training License Note: Customer no longer requires the training license	1

ATTACHMENT C – GLOSSARY OF TERMS

Glossary of Terms

"Change Order" means a document executed by both parties that modifies the scope, price, project schedule of the SOW.

"**CJIS**" means most recent Criminal Justice Information Services Security Policy published by the Federal Bureau of Investigation.

"**COTS**" means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.

"**COTS Documentation**" means commercial off the shelf documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.

"**Customer Responsibilities**" means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

"**Customer Project Manager**" means a single duly-authorized Customer representative with the authority and/or responsibility to: (1) approve deliverables, changes, invoices, and other official Project documents; (2) allocate and schedule the necessary Customer resources and facilities required to work on and support the Project; (3) communicate with Hexagon's Project Manager; (4) coordinate any necessary efforts performed by Customer's third-party vendors; and (5) provide a single point of contact for coordination with the Hexagon Project Manager.

"**Cutover**" means the Customer's first use of a Subsystem in a production environment.

"**Defect**" means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product, assuming proper usage of the Software Product in its required operating environment. Defects are further classified into four levels as follows:

- Level One (P1): No workaround available and either: Loss of data, Data corruption, Productive use prohibited, or Aborts.
- Level Two (P2): No workaround available and either: Primary purpose compromised, or Productive use significantly impacted
- Level Three (P3): Productive, but incomplete operation
    - Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
- Level Four (P4): Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

"**Deliverable(s)**" means all software, hardware, and other items delivered or to be delivered by Hexagon to Customer and identified in the SOW.

"**Documentation**" means, whether in printed or electronic format, all documents (digital or hardcopy) delivered by Hexagon as part of the Project. Unless otherwise specified, it shall mean COTS Documentation.

"**Hexagon IP**" means Hexagon or Hexagon-affiliate developed, created, or prepared Intellectual Property.

"**Hexagon Project Manager**" means Hexagon's resource who shall be responsible for the following: (1) maintaining Project communications with the Customer Project Manager; (2) managing the efforts of the Hexagon staff and coordinating Hexagon's activities with the Customer Project Manager; (3) conducting any meetings (if applicable) with the Customer Project Manager; and (4) preparing and submitting Project changes to the Customer Project Manager, as necessary

"**Intellectual Property**" means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

"**NCIC**" means the National Crime Information Center.

"**Network Infrastructure**" means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the System in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"**Project**" means the series of tasks and deliverables set forth in the SOW, including the delivery of software, materials, and services, that would lead to the implementation of CAD/MPS Subsystems.

"**Project Assumptions**" means assumptions about the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

"**Project Schedule**" means the Project schedule attached to the SOW and subsequently modified during the course of the Project that is agreed upon by both parties.

"**Project Team**" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

"Relinquished Licenses" has the meaning set forth on Attachment B (Software Deliverables).

"**Services**" means the work, services, assignments, or tasks Hexagon shall perform pursuant to this SOW.

"**Software**" means the software owned by Hexagon or an affiliate and Third-Party Software that is licensed to Customer.

"**Software Product**" means Hexagon IP delivered as proprietary object code or machine-readable program identified in and to be provided by Hexagon to Customer. Software Product includes all of the following: (i) any associated Hexagon or Hexagon-affiliate files, disk(s), CD-ROM(s) or other media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic

documentation, and (iii) any Updates or Upgrades of such Software Products provided pursuant to Customer's maintenance agreement. Software Product shall not mean any Third-Party Software, if any, that may be licensed to Customer under a separate license agreement.

"**Subject Matter Expert**" or "**SME**" means a person(s) who has particular knowledge about a specific topic(s).

"**Subsystem**" means a Software and hardware solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("**CAD**"), records management system ("**RMS**"), field-based reporting ("**FBR**"), and mobile for public safety ("**MPS**") are each an example of a Subsystem.

"**System Administrator(s)**" means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

"Task" means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

"Task Acceptance" means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

"Task Acceptance Criteria" means the criteria by which a Task will be evaluated for completion as described in an SOW.

"Task Acceptance Process" means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) calendar days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) calendar days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"**Third-Party Software**" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third-Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("**SLA**") provided with the Third-Party Software.

"**Upgrade Services**" means those services provided by Hexagon under this SOW to implement, train, test, and Cutover the Upgraded Version.

"**Upgraded Version**" means the new version of I/CAD and MPS the Customer will operate as a result of completion the tasks set forth in the SOW, which is also known as CAD and MPS version 9.4.

ATTACHMENT D – PUBLIC SAFETY SYSTEM SPECIFICATIONS

HEXAGON
SAFETY & INFRASTRUCTURE

PUBLIC SAFETY SYSTEM SPECIFICATIONS

CAD, MOBILE, RMS, REPORTING

January 06, 2020

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GENERAL NOTES

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph InPURSUIT System, and BI Premium. This document is available online through the Knowledge Management System at: https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=content&id=HOW3181 . To retrieve the specifications, enter the article ID “HOW3181 or “Public Safety System Specification” in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

DATABASE STORAGE REQUIREMENTS

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and heft to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst, our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are intended to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write\read intensive (65% write\35% read) applications. It is our recommendation that these systems (servers) not be shared with other common applications and that the servers be dedicated to these applications. The single point of most likely bottleneck in a database server is the disk sub-system. When viewing our disk storage requirements, keep in mind that the focus is on the performance more than on the disk space. Hexagon strongly encourages customers to use Solid State Drives (SSDs) on their database servers. SSDs can provide significantly better performance than spinning drives.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and external query results can become large, customers may want to place this data onto separate disks. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent upon several factors:

- Storing attachments, images, video, adorned event comments and tracking data in your database or a separate database
- How often you archive the data

For all customers, Hexagon recommends using SSDs for the database files. If the customer is not using SSDs, then Hexagon requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers, an exception could be made when utilizing SSD drives but the configuration must still meet the IOPs requirements listed in this document.

When utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements if necessary. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)

INTERGRAPH PUBLIC SAFETY VIRTUAL ENVIRONMENT REQUIREMENTS

All Intergraph Public Safety servers have been tested in a virtual environment with VMware vSphere 6.x, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID1\RAID10 and should be on separate disks from any database disks.

There are special considerations when utilizing Solid State Drives (SSD). Calculate the IOPs requirement at 300 IOPs per volume per virtual machine. In a physical environment you are limited to the available IOPs of the physical spinning drive or 180 IOPs. When using a SAN or other storage array there is not such a limit so a Virtual Machine (VM) will request as many IOPs as the VM can process, sometimes in the 1000s of IOPs, that is why a VM often boots faster than a physical server. For the non-DB drives the same recommendation is made, plan for tiered storage and utilize SSDs to meet the IOPs requirements and slower spinning drives to meet the space requirements.

If using an all-flash array (All SSDs) then the RAID1\RAID10 requirement may no longer be a requirement, RAID5 is acceptable as long as the IOPs requirement is still being met. It is also acceptable to use a single disk pool to house all of the virtual disks OS, APPs, DB and Logs as long as the IOPs requirements for the DBs and other drives are met.

For a sample of calculating IOPs see Appendix C.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

https://www.digi.com/products/serial-servers/serial-device-servers/portserverts

Hexagon has listened to the requests of customers and is now ready to support Virtualized clients. See Appendix B for Client virtualization details.

CAD SPECIFICATIONS

CAD DATABASE SERVERS (INCLUDING ARCHIVE/REPORT SERVERS)

The specifications are organized by I/CAD System size in effective seats. Effective seats are computed via the following formula:

Effective seats = # of I/Dispatcher Clients + # of I/Calltaker Clients + (# of OnCall Dispatcher Clients/2) + (# of MPS Clients/5) + (# of MR Clients/5) + (# of I/NetViewer Clients and I/NetDispatcher clients/5)

As an example, a customer site with:

- 10 - I/Dispatcher Seats
- 5 - I/Calltaker Seats
- 10 – OnCall Dispatch Clients
- 100 – Mobile Clients (Mobile\MPS concurrent counts)
- 250 – Mobile Responder
- 50 - NetViewer and NetDispatcher Clients

Would equate to: 10+5 + (10/2) + (100/5) + (250/5) + (50/5) = 100 Effective Seats

The customer's hardware must meet the required specifications below in order for the CAD System to meet the published Hexagon performance standards.

Small Configuration: 1-50 Effective Seats

ITEM	SPECIFICATION
Processors	4 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs[2] 300GB of space

ITEM	SPECIFICATION
Disks - Database and Logs	Space of 250GB and 5000 IOPS (Per DB)
Network	Single 1Gb required[3]
Windows Server 64bit	2012 R2 or 2016[3] Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

[3]For physical servers teamed NICs configured as switch fault tolerant is recommended.

Medium Configuration: 51-250 Effective Seats

ITEM	SPECIFICATION
Processors	8 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs[2] 300GB of space
Disks - Database and Logs	Space of 500GB and 10000 IOPS (Per DB)
Network	Single 1Gb required[3]
Windows Server 64bit	2012 R2 or 2016[4] Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

[3]For physical servers teamed NICs configured as switch fault tolerant is recommended.

Large Configuration: 251-500 Effective Seats

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs[2] 300GB of space
Disks - Database and Logs	Space of 1000GB and 20000 IOPS (Per DB)
Network	Single 1Gb required[3]
Windows Server 64bit	2012 R2 or 2016[4] Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730xd or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

[3] For physical servers teamed NICs configured as switch fault tolerant is recommended.

Available storage sample calculation

The usable storage capacity of a RAID 1+0 array is $(N/2) \cdot S_{min}$, where N is the total number of drives in the array and S_{min} is the capacity of the smallest drive in the array. It is recommended to use same size drive in the array.

Storage capacity examples:

24 - 146 GB drives with RAID 10 = 1752 GB total storage

CAD Archive Server

An archive database should be used to store years of data for reporting, while keeping the live system pruned down to a smaller size to improve performance. The I/CAD reporting applications typically read data from an archive database and dependent on the site may run on the same server.

The CAD Archive Server CPU count can be reduced to 4-6 cores (half of production requirements above) usually without impacting performance. Be aware that reducing the core count will save SQL costs but the server should be monitored for performance impacts and adjusted accordingly.

A single Archive server does not require SQL Server Enterprise but users should be aware of limitations of SQL Server Standard during maintenance tasks and the possible impact on reporting.

CAD Standalone BI Direct Application Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 600GB of space
Network	Single 1Gb required[2]
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

[2]For physical servers teamed NICs configured as switch fault tolerant is recommended.

CAD INTERFACE, COMMUNICATION AND WEB SERVERS

CAD Interface and EdgeFrontier Communication Servers

If there are a large number of Interfaces (more than 30 or several high volume), then an additional Interface server may be required. Please consult with a system configuration consultant.

Note: The specifications for the interface server can vary based on Interface load and these specifications are considered a starting point.

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required[2]
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter

Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

[2]For physical servers teamed NICs configured as switch fault tolerant is recommended.

I/NetViewer and I/NetDispatcher Web Servers

I/NetViewer and I/NetDispatcher will normally be installed on a standalone server for customers with more than 30 total users. For customers with 30 or less users these applications are normally installed on the interface server. The exact location of installation will vary by customer configuration and needs, those with more interfaces may require a separate server even if they have less than 30 concurrent users. The total number of concurrent users recommended per server is 250, if the number of concurrent users exceeds 250 then additional web servers are required and a hardware load balancer is recommended. For information on the required Microsoft Internet Explorer version(s) supported please see the CAD Supported Environments documentation. The Workstation used to access the application should be on a network with a minimum of 1Mbps or higher of bandwidth per client to the database.

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required[2]
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

[2]For physical servers teamed NICs configured as switch fault tolerant is recommended.

Communications Controller Servers

Intergraph Communications Controller is Hexagon's support for Next Generation Emergency Communications. This encompasses the handling of Next Generation calls and call data that will be received by the PSAP as they transition to Next Gen 911/112, etc. This includes a Call Control module that receives voice, TTY, and text calls with multimedia in the I/Calltaker and I/Dispatcher products. The following specifications are limited to no more than 75 ACD Communication Controller client positions and 20 shared lines.

Note: The secondary server provides hot backup in the event of the primary server going down. Due to the critical nature of PSAP 911 call taking, Hexagon requires redundant servers for Intergraph Communications Controller.

ITEM	SPECIFICATION
Telephone System	Intrado
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required[2]
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

ONCALL SERVERS

OnCall runs as a website in Microsoft IIS, with supporting core services and a Linux server running Redis. Some of the OnCall core services run in a peered configuration under ISM, while others run as non-peered. For more detailed information about OnCall, please see the OnCall documentation.

The minimum configuration for a production OnCall Dispatcher environment would be three Redis servers, two Windows servers, with a network load balancer. The Windows servers host the OnCall website and OnCall core services running in ISM. The network load balancer is required to make the web site highly available. This configuration supports up to 600 concurrent OnCall Dispatcher users. For each additional 400 concurrent OnCall Dispatcher users, you will need an additional Windows server, on which to run the OnCall website and the non-peered OnCall core services.

The minimum configuration for a production OnCall Dashboard only environment is a single Redis server and a single Windows server. The Windows server hosts the OnCall website and OnCall core services. The Windows server running OnCall Dashboard can be used to host I/NetViewer and I/NetDispatcher as well. If the customer wants OnCall Dashboard to be highly available, they need to follow the OnCall Dispatcher recommendations.

Each web client connection consumes roughly 20 Kbps, so the network between the clients and the web server must have sufficient capacity to handle all concurrent clients. The Workstation used to access the website should be on a network with a minimum of 1Mbps or higher of bandwidth.

For more information on supported platforms, please see the OnCall Supported Environments documentation. For information on the Redis server, please read the section below.

When using OnCall for the Dashboard only the configuration of a single instance or Web Services and Core services with a single Redis server is an option.

For any configuration where, actual dispatching will take place the minimum configuration is 3 Redis servers, 2 instances of Web Services and 2 instances of Core services

For more information on supported platforms, please see the OnCall Supported Environments documentation. For information on the Redis server, please read the section below.

OnCall Servers Configuration: less than 50 Dispatcher Seats

ITEM	SPECIFICATION
Processors	4 cores
Memory	16 GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

OnCall Servers Configuration: 50 – 100 Dispatcher Seats

ITEM	SPECIFICATION
Processors	6 cores
Memory	24GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

OnCall Servers Configuration: Greater than 100 Dispatcher Seats

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB

ITEM	SPECIFICATION
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

Redis Servers

The OnCall website and core services rely on Redis for caching and message brokering. Redis must be installed on Linux, preferably CentOS. To make Redis highly available, three Linux servers are required. The data in the Redis cache is not persisted to disk, so a smaller disk size is acceptable.

See the OnCall documentation for more information on setting up Redis.

ITEM	SPECIFICATION
Processors	2 cores
Memory	8GB
Disk - OS	(2) - 15K RPM disks RAID 1 50GB of space
Network	Single 1Gb required3
CentOS	7 or greater
Example Hardware	Virtual Machine

CAD BACKUP, TEST AND TRAINING SERVERS

Off Site Backup CAD Servers

If the Off-site CAD system performance is expected to match the system performance of the Production CAD system, then the Off-site system must be configured identically to the customer's Production system. If the Off-site DB server is going to be a synchronous replica with the primary Database server it must match the primary server configuration. Hexagon recommends that they be configured the the same.

Test / Training CAD Database Servers

If the Test/Training system performance is expected to match the load and system performance of the Production CAD system (i.e. used for load testing), then the Test/Training system must be configured identically to the customer's Production system. The Test I/CAD System is used to test new functionality or updates prior to deployment on the customer's live system. A Training system is a copy of the customer's live system that is used to train new employees without impact to the live system. In addition to the hardware, if the customer requires an I/CAD system for Test/Training and wants that system performance to be identical to their Production system, then all software licenses must also be the same.

If test will not be utilized for load testing, follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

If a separate training environment will be utilized (Training licenses are required if training more than 30 days per year but can still exist on the test servers.) follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

Test and/or Training Interface Communications Servers

Configure the test/training servers identically to their production counterparts.

CAD DISPATCHER / CALLTAKER WORKSTATIONS

ITEM	SPECIFICATION
Processors	i5-3340 Processor or better (3rd Gen)
Memory	16GB
Internal Disk	80GB or greater
OS	Windows 10 or Windows 8.1
Monitors	Dual 21" or larger recommended[1]
Video Card	NVIDIA NVS 510 recommended. http://www.nvidia.com/object/nvs-510-graphics-card.html#pdpContent=2
Speakers	Yes
NIC	Single 1Gb required
Example Hardware	Dell Optiplex 7010, Precision T3420, or HP Z420

[1] The monitor and Video card in the CallTaker\Dispatcher workstations should be based on the customer's needs. The mapping workstation's Monitor and Video card should match those specified for the CallTaker and Dispatcher workstations to avoid visual discrepancies.

INTEROPERABILITY FRAMEWORK / BIZTALK SERVERS

Non High Availability / Single Server Configuration

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1[1] 300GB of space
Disks - Database and Logs	(4) – 15K RPM disks RAID10 [1] 500GB of space
Network	Single 1Gb required[2]
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

High Availability – Dual BizTalk Servers and Dual Database Servers

For customers that need high-availability configurations with redundant BizTalk servers, a hardware Network Load Balancer is **required**. Software-based load balancing is not sufficient.

BizTalk servers

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K disks RAID 1[1] 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

BizTalk Database servers – configured in a Microsoft Failover Cluster

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K disks RAID 10[1] 300GB of space
Disks - Database and Logs	(4) – 15K RPM disks RAID10 [1] 500GB of space
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter Single 1Gb required3
External Shared Storage (Attached to both servers)	(6) –15K Disks RAID 10[1]
Example Hardware	Dell PowerEdge R630 + MD3220 or HP DL360 + MSA2000

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

MAPPING WORKSTATION SPECIFICATIONS

For Mapping, the best practice is to have the map staging database reside on a high powered map workstation for the following reasons:

- Much better performance; not impacted by slow networks
- There is no impact to the network during the map build processes
- A map build can still be done if the network is down or if IT is working on the network

It is recommended that the map workstation not be a server, primarily due to the potential incompatibility of the graphics card and this usually requires remote connections which can limit the user to one monitor. These two factors severely impact the true colors, line widths, and look of the map file which makes it extremely difficult for the user to generate a map that will look and function properly in I/Dispatcher.

General Map Dataset Size Guidelines

Small to Medium dataset

- Small to medium city or rural county
- Estimated street centreline count is less than 200,000 and address point count is less than 200,000

Large dataset

- Highly urbanized city/county, multi-county, or state
- Estimated street centreline count is greater than 200,000 or address point count is greater than 200,000

Type I Configuration – Small to Medium Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk [1]	250GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 10- Professional or Windows 8.1 Professional
Monitors	Same model as dispatch
Video Card	Same model as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

[1] Oracle configurations require multiple (3 or more) independent drives for storage to separate tablespaces to different physical drives, typically OS/Software on one drive, data tablespaces on a second, and index and temporary space on a third, or there will be a large performance impact.

Type 2 Configuration – Small to Medium Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Dual Core Intel 2.4GHz or better
Memory	8GB or better
Internal Disk	250GB or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same model as dispatch

Video Card	Same model as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

Type 3 Configuration – Large Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	32GB or better
Internal Disk [1]	(1) - 128GB SSD w/Sustained Read/Write > 500 or better (1) - 256GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same model as dispatch
Video Card	Same model as dispatch
RDBMS 64bit	Standard Edition
NIC	Single 1Gb required
Example Hardware	Dell Precision

[1] Oracle configurations require multiple (3 or more) independent drives for storage to separate tablespaces to different physical drives, typically OS/Software on one drive, data tablespaces on a second, and index and temporary space on a third, or there will be a large performance impact.

Type 4 Configuration – Large Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk	500GB or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same model as dispatch
Video Card[1]	Same model as dispatch

NIC	Single 1Gb required
Example Hardware	Dell Precision

[1] The monitor and Video card should be the same as the I/Calltaker and I/Dispatcher workstations to avoid visual discrepancies.

MOBILE SPECIFICATIONS

For the mobile environment, Hexagon recommends that you use the following criteria with regards to I/MDT licenses.

- MPS – one instance of I/MDT can support 250 devices
- MR – one instance of I/MDT can support 2000 devices
- Blended – one instance of I/MDT can support 750 – 250 devices of which are MPS and 500 MR devices

Mobile for Public Safety and Mobile Responder Server

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[2] Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

Mobile Data Computers / Laptops and Tablets

ITEM	SPECIFICATION
Processors	i3-2350M Processor or greater (Not ARM)
Memory	4-8 GB[1]
Internal Disk	80GB or greater(Solid State recommended but not required)[2]
OS	64-bit Windows 7[4], Windows 8.1, or Windows 10 [3]

ITEM	SPECIFICATION
Video	1024X768 resolution display Touch screen recommended
Ports	RS-232 Serial\USB
Optical Drive	Recommended but not required
NIC	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Example Hardware	Panasonic, Dell, or Samsung

[1]MPS memory requirements are dependent on what other applications are being used such as Field Based Reporting, third-party citation application, etc.

[2] THE OS and MPS application require ~80GB of space. If Pictometry or other data will reside on the device then additional space is required.

[3]MPS has not been tested on Windows 8. MPS does not support Android/Apple iOS/Etc. It is a Windows-only product. Windows RT (Windows using ARM Processor) is not supported.

[4] Mobile for Public Safety and I/Informer for MPS have been certified with a 32-bit Windows 7 (max 4GB of memory).

Mobile Responder clients

The following are the supported client devices for the Intergraph® Mobile Responder application:

- Apple® Inc. devices (iPhone® and iPad®) with iOS™ 9.0 or greater (Tested using iPhone 6, iPad Mini, and iPad Pro)
- Google® Inc. Android™ devices with OS versions 5.0 or greater (Tested using Galaxy S6, LeEco Le2, Moto G2, and OnePlus One)
- Microsoft Surface Tablet® with Windows 10 (Tested using Surface Pro 2 and Surface Pro 3)

Note: After performance testing of Mobile Responder, Hexagon has determined that 2000 Mobile Responder clients can be supported per server. This testing was performed with Mobile Responder only. Performance of Mobile Responder in a blended environment has not been load tested.

For the servers, use the standard database server and Mobile Server specifications defined above. Hexagon highly recommends that Mobile Responder back office communications reside on a separate server than Interfaces but on the same server as MPS if installed.

Mobile Responder uses an internet based tile provider such as Google, Bing, Mapbox, MapQuest Open or any custom tile source a customer may have access to. If ESRI provides a tile source then the customer could choose to use the custom option. Hexagon uses an http based tile source to keep from having to put maps on thousands of devices (which may only have 8GB of storage).

Certification has been performed on a limited number of devices due to the extreme diversity in the Android market. Testing has been performed with the platforms and devices listed above. While other devices are certainly viable, Hexagon strongly recommends customers to test with a single device before purchasing large quantities.

See the Customer Support Web Page at https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=content&id=NOTE443&actp=search&viewlocale=en_US&searchid=1486761624768 for a definition of "Viable." The following Intergraph Mobile Responder functionality is not supported in Windows Tablet devices:

- QR Code Reader
- Route Me from a Dispatch Report
- Route Me from the Event Monitor
- Microsoft® Bing™ Maps for Windows Tablet
- Google Maps™ for Windows Tablet

GPS Units

Note: Intergraph AVL products only support the protocols listed below. Devices that support one of these protocols should be compatible with the Intergraph I/Tracker product.

Protocols supported

- NMEA (National Marine Electronics Association)
- TAIP (Trimble ASCII Interface Protocol)
- OpenSky Subscriber Application Interface (M/A-COM Tyco Electronics – Revision 1.3)
- BlueTree (IO Management and Event Reporting for the BlueTree 4000 and 5000 Series – Version 1.0)
- OMA/MLP

VIDEO RESPONDER AND I/SECURITY SYSTEM SPECIFICATIONS

The workstation specifications for your system are dependent on the video system provider and the I/Security workstations. For example, they may require a specific video card. The workstation specifications below are provided as a guideline and the customer should always check with their video system provider. For the servers, use the standard database server and communication server specification defined above.

Workstation Components for Video Responder

ITEM	SPECIFICATION
Operating System	Genuine Windows® 8.1 or 10 Professional, with Media, 64-bit, English
Processor	i7, quad- core, 2.4 GHz, 8 MB cache

ITEM	SPECIFICATION
Memory	16GB
Graphics	NVIDIA Quadro 4000 (2GB GDDR5 PCI Minimum: 256 MB PCI-Express x16 video card Recommended: • NVIDIA Quadro K620 2 GB video card • High Performance: 2 x NVIDIA GeForce GTX 970 4 GB video card • GPU Considerations: • Minimum of 2 GB of video RAM recommended. • NVIDIA® Maxwell-based or better GPU recommended. • Intel® Quick Sync Video is recommended only if the Intel discrete graphics card is directly connected to a display device. • Two or more graphic cards can be used to support different monitors individually. To have the video decoding done on the card, at least one monitor must be connected to each card. • NVIDIA® SLI™ bridge not supported. • To accelerate the decoding of H.265 HEVC video you could use one of the following video cards: ◦ NVIDIA® GeForce® GTX 950 ◦ NVIDIA® GeForce® GTX 960
Hard Drive	250GB SATA 3.0Gb/s
Optical Devices	16X DVD-ROM
Hard Drive Internal Controller Option	Integrated Intel chipset SATA 3.0Gb/s controller
Multi Select Monitors	21 inch monitors

INTERGRAPH PLANNING AND RESPONSE SERVERS

Intergraph Planning & Response (IPR) is a web-based event/emergency management solution, which supports command staff organizations in planned and unplanned events management. Intergraph Planning and Response also requires following third-party applications:

- When using the Map Module (GeoMedia Smart Client): Java Standard Edition, SUN VM v1.8+;
- Adobe Acrobat Reader
- GeoMedia: recommended to manage and prepare geo data. Handling of the geo data may also be done with GMSC administration.
- GeoMedia Web Map: recommended to integrate additional data sources (e.g. OGC web services, 3rd party data formats)
- Network Load Balancer when using multiple application server.

DATABASE SERVERS

Configuration up to 50 Concurrent Users

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs[2] 300GB of space
Disks - Database and Logs	Space of 250GB and 5000 IOPS (Per DB)
Network	Single 1Gb required[3]
Windows Server 64bit	2012 R2[3] Standard
RDBMS 64bit	Oracle or Microsoft SQL Server Oracle client 11.2.0.3
Example Hardware	Dell R630 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

[3] For physical servers teamed NICs configured as switch fault tolerant is recommended.

Configuration for up to 100 Concurrent Users

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs[2] 300GB of space
Disks - Database and Logs	Space of 500GB and 10000 IOPS (Per DB)
Network	Single 1Gb required[3]
Windows Server 64bit	2012 R2[4] Standard
RDBMS 64bit	Oracle or Microsoft SQL Server (Express) Oracle client 11.2.0.3
Example Hardware	Dell R730 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

[3]For physical servers teamed NICs configured as switch fault tolerant is recommended.

APPLICATION SERVERS

Configuration for up to 100 Concurrent Users

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Network	Single 1Gb required
Windows Server 64bit	2012 R2[2] Standard
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

The above numbers are derived from experiences we gathered in projects within the last 5 years.

We see this as recommendation that never replaces a detailed analysis of the planned architecture and expected server load.

In case a certain system architecture requires more that the named CC users we recommend using multi-server instead of configuring one bigger/stronger machine.

For the database server we recommend clustering of several machines, for the application server we recommend load-balancing.

HXGN ONCALL RECORDS SPECIFICATIONS

The HxGN OnCall Records Database may be Oracle or SQL Server. When bid by Hexagon, a secondary\Redundant DB should always be included for redundancy. In addition, a third Database for BI Direct or other reporting is required. The BI Direct or reporting Database should use the same specifications as the production Database at this time.

For clients, Hexagon recommends at a minimum a wired network connection speed of 10/100 with limited network noise for wired and 3G for wireless. Optimum is 1mbps and 4G/LTE and/or 802.11g or n.

HXGN ONCALL RECORDS DB SERVER[2]

ITEM	SPECIFICATION
Processors	Small 8 cores, Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 48GB, Large 64GB
Disk -- OS	(2) - 15K RPM RAID 1 [1] 300GB of space
Disk – Database and Logs	(6-10) – 15K RPM disks RAID 10 [1]
Network	Single 1Gb required3
Windows Server 64bit	DataCenter Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

[2] If HA is desired then 2 DB Servers are required:

- *SQL Server configured for SQL AlwaysOn*
- *Oracle DataGuard requires each server to have its own storage*
- *Available Disk Space (estimated minimum storage)*
- *Small 2TB*
- *Medium 4TB*
- *Large 6TB*

- *RAID10 configuration*

HXGN ONCALL RECORDS APPLICATION SERVERS CONFIGURATION

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk - OS:	(2) – 15K RPM disks RAID1 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	Standard or DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

The application servers receive all of the HxGN OnCall Records application components. Each application server should be configured with Apache, IIS and 4 instances of TomCat, jobserver, and CAGIS if applicable. If multiple Application servers are used they should be configured in an NLB group and reside on the same subnet or utilize hardware load balancers

The application servers (Minimum of 2) in the medium and large configuration receive all of the application HxGN OnCall Records components, NOT including BI, configured as an NLB group or utilize hardware load balancers. Each application server should be configured with 4 instances of TomCat, jobserver, and CAGIS if applicable. FBR is installed on the FBR Server.

FBR SERVER

ITEM	SPECIFICATION
Processors	Small\Medium – 4 cores, Large 8 cores
Memory	Small\Medium 8GB, Large 16GB
Disk - OS	(2) – 15K RPM disks RAID1 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.

The HxGN OnCall Records FBR Servers (Minimum of 2) in the medium and large configuration receive all of the application for FBR. FBR\RCM can also be pointed to the primary SQL Server if desired. The FBR servers are configured as an NLB or utilize a hardware load balancer. The small configuration can handle 250 users, the medium 500 and the large 1000 concurrently with a pair of servers.

HXGN ONCALL RECORDS INTERFACE-COMMUNICATION SERVERS

ITEM	SPECIFICATION
Processors	8 cores
Memory	16GB
Disk - OS	(2) - 15K RPM disks RAID1[1] 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

HXGN ONCALL RECORDS STANDALONE BI DIRECT SERVER

The CAD and HxGN OnCall Records BI Direct servers can be combined to a single server if desired as long as the single server will be located with the CAD Archive Server and the BI Reporting DB Server for HxGN OnCall Records. If these servers reside in separate locations then the BI Direct application servers should not be combined.

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk - OS	(2) - 15K RPM disks RAID1[1] 300GB of space
Network	Single 1Gb required3

Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

HXGN ONCALL RECORDS TABLET WORKSTATION SPECIFICATION

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Hexagon performance standards.

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Dual Core processor or better
Memory	2GB
Internal Disk	10 GB
Network	Single 1Gb required, Wireless (WiFi and/or Cellular) 802.11g or 802.11n 3G or 4G LTE recommended Cellular wireless data connectivity – either built-in or attached via USB port.
OS	Windows 10 64bit iOS 9.x, Android 5.x
Browsers	Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome. *See the supported environments documents for specific browser version
Example Hardware	Apple iPad 4th generation, HP ElitePad, Samsung Galaxy Tab A, Panasonic Toughbook 20, Dell or HP compatible
Screen Size and Resolution	Minimum of 9.70" screen size Resolution must be at least 1152x768

The system does not require a USB port. However, if the agency has equipment that requires a USB port, they will need to purchase hardware that includes the necessary USB ports.

INPURSUIT RMS, HXGN ONCALL RECORDS AND CAGIS WORKSTATION SPECIFICATION

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Hexagon performance standards, for combined CAGIS and HxGN OnCall Records workstations.

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Quad Core processor or better
Memory	8GB
Internal Disk	80GB
Network	Single 1Gb required3
OS	Windows 7 64bit Windows 8.1 64bit or Windows 10 64bit
Browsers	See the supported environments documents
Example Hardware	Dell or HP compatible

The system does not require a USB or serial port. However, if the agency has equipment that requires a USB or serial port, they will need to purchase hardware that includes the necessary USB or serial ports.

INPURSUIT FBR COMPUTER / LAPTOP HARDWARE SPECIFICATIONS

ITEM	PERFORMANCE SPECIFICATIONS
Manufacturer	Dell XFR or Panasonic Toughbook Ruggedized w/Touchscreen (or similar)
Operating System	Windows 7 64bit Windows 8.1 64bit or Windows 10 64bit
Processor	Intel or AMD Quad-Core processors
RAM	8GB (4GB minimum)
Hard Drive Space Available	40GB (10GB Available space minimum)
Serial Ports (RF Systems)	1
Network Cards	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Installed Applications	Latest Service Pack, .NET 4.5, M/S SQL CE SP2, Adobe Reader, Active Reports

HXGN ONCALL ANALYTICS

HXGN ONCALL ANALYTICS - DISPATCH ESSENTIALS / HXGN ONCALL ANALYTICS - RECORDS ESSENTIALS

This section is meant to give a short overview of the hardware required for HxGN OnCall Analytics - Dispatch Essentials and HxGN OnCall Analytics - Records Essentials.

HxGN OnCall Analytics – Dispatch and Records Data Warehouse Server

HxGN OnCall Analytics - Dispatch Essentials and HxGN OnCall Analytics - Records Essentials require a Data Warehouse server that must have a minimum of 4 cores. Licensing cost for HxGN OnCall Analytics - Dispatch Essentials and HxGN OnCall Analytics - Records Essentials is based off of the number of cores on the Data Warehouse Server (not the Report Server). The minimum number of cores the Data Warehouse Server can have is 4 cores.

Small Sites:

ITEM	SPECIFICATION
Processors	Minimum of 4 cores
Memory	Minimum of 64GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 1TB*
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Standard Edition (CAD dataset < 25GB)
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

Large Sites:

ITEM	SPECIFICATION
Processors	Minimum of 8 cores

ITEM	SPECIFICATION
Memory	Minimum of 96GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 2TB*
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server Standard 2016 (small agencies or small datasets < 25GB) - or - SQL Server Enterprise 2016 (mid-to-large agencies > 25GB)
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

HxGN OnCall Analytics – Dispatch and Records Report Server

HxGN OnCall Analytics - Dispatch Essentials and HxGN OnCall Analytics - Records Essentials require a Report server that must have a minimum of 4 cores. Licensing cost for HxGN OnCall Analytics - Dispatch Essentials and HxGN OnCall Analytics - Records Essentials is based off of the number of cores on the Data Warehouse Server (not the Report Server).

Small Sites:

ITEM	SPECIFICATION
Processors	Minimum of 4 cores
Memory	Minimum of 32GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 300GB
Network	Single 1Gb required3

ITEM	SPECIFICATION
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Standard Edition (CAD dataset < 25GB) SSRS Only
Example Hardware	Dell R630 or HP DL380

**If the customer wants on-premise hosting of Power BI content, they will need SQL Enterprise 2016 with Software Assurance (which includes the Power BI Report Server necessary for on-premise hosting of Power BI content).*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

Large Sites:

ITEM	SPECIFICATION
Processors	Minimum of 8 cores
Memory	Minimum of 64GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	500GB
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Standard Edition (CAD dataset < 25GB) | SSRS Only - or - SQL Server 2016 Enterprise Edition (CAD dataset > 25GB) | SSRS Only - or - SQL Server Enterprise 2016 with Software Assurance | Power BI Report Server*
Example Hardware	Dell R630 or HP DL380

**If the customer wants on-premise hosting of Power BI content, they will need SQL Enterprise 2016 with Software Assurance (which includes the Power BI Report Server necessary for on-premise hosting of Power BI content).*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

HXGN ONCALL ANALYTICS - DISPATCH ADVANTAGE

This section is meant to give a short overview of the hardware required for HxGN OnCall Analytics - Dispatch Advantage.

HxGN OnCall Analytics - Dispatch Advantage Data Warehouse Server

HxGN OnCall Analytics - Dispatch Advantage requires a Data Warehouse server that must have a minimum of 4 cores. Licensing cost for HxGN OnCall Analytics - Dispatch Advantage is based off of the number of cores on the Data Warehouse Server (not the Report Server). The minimum number of cores the Data Warehouse Server can have is 4 cores.

Small Sites:

ITEM	SPECIFICATION
Processors	Minimum of 4 cores
Memory	Minimum of 64GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 2TB*
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

Large Sites:

ITEM	SPECIFICATION
Processors	Minimum of 8 cores
Memory	Minimum of 128GB

ITEM	SPECIFICATION
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 4TB*
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

HxGN OnCall Analytics - Dispatch Advantage Report Server

HxGN OnCall Analytics - Dispatch Advantage requires a Report server that must have a minimum of 4 cores. Licensing cost for HxGN OnCall Analytics - Dispatch Advantage is based off of the number of cores on the Data Warehouse Server (not the Report Server).

Small Sites:

ITEM	SPECIFICATION
Processors	Minimum of 4 cores
Memory	Minimum of 32GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 300GB
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition with Software Assurance Power BI Report Server (included with Software Assurance)

ITEM	SPECIFICATION
Example Hardware	Dell R630 or HP DL380

Note: If the customer wants on-premise hosting of Power BI content, they will need SQL Enterprise 2016 with Software Assurance (which includes the Power BI Report Server necessary for on-premise hosting of Power BI content).

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

Large Sites:

ITEM	SPECIFICATION
Processors	Minimum of 8 cores
Memory	Minimum of 64GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	500GB
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition with Software Assurance Power BI Report Server (included with Software Assurance)
Example Hardware	Dell R630 or HP DL380

Note: If the customer wants on-premise hosting of Power BI content, they will need SQL Enterprise 2016 with Software Assurance (which includes the Power BI Report Server necessary for on-premise hosting of Power BI content).

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

HXGN ONCALL ANALYTICS - DISPATCH ADVANTAGE DATA WAREHOUSE

This section is meant to give a short overview of the hardware required for HxGN OnCall Analytics - Dispatch Advantage Data Warehouse.

HxGN OnCall Analytics - Dispatch Advantage Data Warehouse - Data Warehouse Server

The HxGN OnCall Analytics - Dispatch Advantage Data Warehouse requires a data warehouse server that must have a minimum of 4 cores. Licensing cost for the HxGN OnCall Analytics - Dispatch Advantage Data Warehouse is based off of the number of cores on the data warehouse server. The minimum number of cores the data warehouse server can have is 4 cores.

Small Sites:

ITEM	SPECIFICATION
Processors	Minimum of 4 cores
Memory	Minimum of 64GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 2TB*
Network	Single 1Gb required3
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

Large Sites:

ITEM	SPECIFICATION
Processors	Minimum of 8 cores
Memory	Minimum of 128GB
Disks - OS	(2) - 15K RPM disks RAID1 OR 2 SSDs 300GB of space
Disks - Database and Logs	Minimum of 4TB*
Network	Single 1Gb required3

ITEM	SPECIFICATION
Windows Server 64bit	2016 Standard Edition or better
RDBMS 64bit	SQL Server 2016 Enterprise Edition
Example Hardware	Dell R630 or HP DL380

**Actual disk capacity will be determined by the amount of data collected by the agency*

Note: Hardware requirements (cores, RAM, disk space) will need to be increased to scale to larger agencies and/or agencies with large datasets.

HXGN ONCALL ANALYTICS - POWER VISUALS

HxGN OnCall Analytics - Power Visuals runs inside of Power BI Desktop or the Power BI cloud-based services and therefore those are the environment requirements.

INPURSUIT CLIENT/SERVER RMS HARDWARE OVERVIEW

This section is meant to give a short overview of the hardware required for InPURSUIT Client/Server based on the size of the customer. The environment is meant to scale and therefore the number and types of servers needed for a smaller customer are different than for a larger customer.

InPURSUIT only supports Oracle as the database engine at this time.

A small customer with less than 50 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A Database server: if HA is desired then the DB should be implemented using DataGuard
  - Oracle Enterprise
- RMS Application Server
  - RMS Application
  - Address Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
  - Interfaces (If a large quantity then can be on its own server)

A Medium customer with 51-250 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard
  - Oracle Enterprise

- RMS Application Server
  - RMS Application
  - Address Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
- RMS Interface Server
  - Interfaces (If a large quantity then can be on its own server)

A Large customer with 251-500 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard
  - Oracle Enterprise
- RMS Application Server Pair implemented as a Microsoft Failover Cluster
  - RMS Application
  - Address Server
- Report Server
  - Report server (with ad hoc reporting)
  - DULS (Unified Login System)
- RMS Interface Server
  - Interfaces (If a large quantity then can be on its own server)

FBR SERVERS

FBR server sizing should be done separate from regular RMS sizing. The number of FBR users should **NOT** be included in the total user count.

A single FBR Server can support up to 250 FBR users. If HA is desired add an additional server and configure as a Microsoft NLB group. If more than 250 users and HA is desired add 1 additional server for every 3 primary servers.

100 or less FBR users:

- FBR Server (This server is only needed if these applications are included in the bid)
  - FBR
  - SQL Express
  - Queue (IIS based Microsoft Message Queuing)
  - Import (IIS based)
  - SyncServices (IIS based)
  - WorkFlow (Apache/TomCat based)

1 FBR Server for every 250 FBR Users configured as an IIS NLB group

- FBR (This server is only needed if these applications are included in the bid)
  - FBR
  - SQL Express
  - Queue (IIS based Microsoft Message Queuing)
  - Import (IIS based)
  - SyncServices (IIS based)

INPURSUIT CLIENT/SERVER RMS DATABASE SERVERS

It is recommended that you use two servers configured with Oracle Data Guard, SQL Server is not supported.

ITEM	SPECIFICATION
Processors	Small & Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 64 GB, Large 64 GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] 300GB of space
Disk – Database and Logs	(8) – 15K RPM disks RAID 10[1] (2 for Logs, 6 for DB)
Network	Single 1Gb required3
Windows Server 64bit	Small – Standard Edition Medium\Large - Enterprise Edition/DataCenter Edition
RDBMS 64bit	Standard Edition Enterprise Edition if using DataGuard
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

Available Disk Space (minimum storage)

- *Small 2TB*
- *Medium 4TB*

- *Large 6TB*

RAID10 configuration

*in*PURSUIT RMS Application Servers (1 for small, 2 for medium, 2 or more for large)

ITEM	SPECIFICATION
Processors	16 cores
Memory	64 GB
Disk - OS	(2) - 15K disks RAID 1[1] 300GB of space
Application Files and Logs	(4) – 15K RPM disks RAID 10[1]
Network	Single 1Gb required3
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

inPURSUIT Client/Server Interface Server

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk -OS	(2) - 15K RPM disks RAID 1 [1] 300GB of space
Network	Single 1Gb required3
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on number and type of interfaces and log retention plans – high volume customers may require larger capacity disks.

inPURSUIT Report Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID1 [1] 300GB of space
Applications and Database	(4) – 15K RPM disks RAID 10[1]
Network	Single 1Gb required3
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

Available Disk Space (minimum storage)

- *Small 2TB*
- *Medium 4TB*
- *Large 6TB*

RAID10 configuration

inPURSUIT FBR Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID 1[1] (OS)
Application Files and Logs	(2) – 15K RPM disks RAID 10[1]
Network	Single 1Gb required3
Windows Server 64bit	Standard Edition
RDBMS 64bit	SQL Express

ITEM	SPECIFICATION
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

I/LEADS SPECIFICATIONS

I/LEADS RMS AND REPORT SERVERS

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 [1] 300GB of space
Database and Logs	(6) – 15K RPM disks RAID 10 [2] (4 for the Database and 2 for the Logs)
Network	Dual 1Gb required
Windows Server 64bit	Standard Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2]Hard drive size depends on call/report volume and data retention plans – high volume customers may require more and/or larger capacity disks.

I/LEADS / RECORDS EXPLORER WORKSTATIONS

ITEM	SPECIFICATION
Processors	Dual Core Processor
Memory	8GB
Internal Disk:	1-250GB
OS	Windows 7
Monitors	17” or larger displays are recommended
NIC	Single 1Gb required
Example Hardware	Dell Precision or HP Z400 series

BI PREMIUM FOR PUBLIC SAFETY – SERVER REQUIREMENTS

There are three main server functionalities for BI.

- Database Server

This server runs either SQL Server or Oracle, and hosts the Landing Zone, Data Warehouse, and the BOE and DS Repositories. (Note that SAP recommends against hosting the CMS on a shared database server as we typically install.)

- Web Server

(Business Objects Enterprise)- This machine serves the Web access to Business Objects.

- Data Services

This machine extracts the data from the CAD/RMS server to the Landing Zone, and then processes the data from the Landing Zone to the Data Warehouse.

And there is one potential server that is not decided yet.

Application Server This has been split in some installationsfrom the Web Server. This was done in the API sites in Canada, they use a separate VM for the Geospatial server. We are waiting to decide what will happen with Geospatial in the 2.0 release.

Using our original size division, we provide three hardware configurations:

- Small: Up to 50 active users
- Medium: 51 – 250 active users
- Large: 251 - 500active users

A small configuration typically consists of two servers, one combined Database and Data Services server, and a BOE web server.

A medium configuration splits the Database and Data Services onto dedicated machines, and increases capacity in all servers.

A large configuration again ups the specs, and adds an additional BOE application server for each 50 additional active users. (100 users would require a Database server, a Data Services server and two BOE servers.)

All servers should have Dual NIC cards (1Gb minimum), and standard peripherals.

BI PREMIUM FOR PUBLIC SAFETY DATA SERVICES

ITEM	SPECIFICATION
Processors	4 cores
Memory	64GB
Disk - OS:	(2) – 15K RPM disks RAID1 2TB of additional log space (10)-15K drives or SSDs
Network	Dual 1Gb required
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

BI PREMIUM FOR PUBLIC SAFETY BUSINESS OBJECTS ENTERPRISE / WEB SERVER

ITEM	SPECIFICATION
Processors	Small – 8 cores Medium\Large – 12 cores
Memory	Small – 32GB Medium\Large – 64GB
Disk - OS	(2) – 15K RPM disks RAID1 300GB of space
Network	Dual 1Gb required
Windows Server 64bit	Small - Standard Edition Medium\Large – DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

Note: *For a large system, we recommend adding an additional server for each additional group of 50 active users.*

BI PREMIUM FOR PUBLIC SAFETY DATABASE SERVER

The BI Database Server must match the Database platform (Oracle\SQL Server) of the source system.

BI PREMIUM FOR PUBLIC SAFETY – SPECIFICATIONS FOR A SMALL SYSTEM

ITEM	SPECIFICATION
Processors	4 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs 300GB of space
Disks - Database and Logs	Space of 250GB and 5000 IOPS (Per DB)
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[3] Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

BI PREMIUM FOR PUBLIC SAFETY – SPECIFICATIONS FOR A MEDIUM SYSTEM

ITEM	SPECIFICATION
Processors	8 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 [1] OR 2 SSDs 300GB of space
Disks - Database and Logs	Space of 400GB and 10000 IOPS (Per DB)
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[4] Standard or DataCenter

ITEM	SPECIFICATION
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730 or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

[3] http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

BI PREMIUM FOR PUBLIC SAFETY – SPECIFICATIONS FOR A LARGE SYSTEM

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) -15K RPM disks RAID1 [1] OR 2 SSDs 300GB of space
Disks - Database and Logs	Space of 400GB and 20000 IOPS (Per DB)
Network	Single 1Gb required3
Windows Server 64bit	2012 R2 or 2016[4] Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730xd or HP DL380

[1] Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

[2] http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

[3] http://ark.intel.com/products/71916/Intel-SSD-DC-S3700-Series-800GB-2_5in-SATA-6Gbs-25nm-MLC

SYSTEM SOFTWARE SPECIFICATIONS

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page

Go to the Hexagon Safety & Infrastructure Support Portal.

Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.

Click the **Products (A-Z)** tab.

From the **Product Family** list, click the link to your product family.

On the **Family** page for your product, click the link for your product.

On the product page, do one of the following:

Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:

To read about system requirements, click **Supported Environments**.

APPENDIX A - OPERATING SYSTEM BEST PRACTICES

OVERVIEW

How the operating system is configured can greatly impact the installation and setup of the Intergraph applications downstream. Taking steps early in the setup of the server to ensure a proper configuration will make later software installation and configuration far easier.

MACHINE NAMES

Every computer is given a name that can be used to access resources on that computer. This is often referred to as the node name, NetBIOS name, or machine name. This is probably the one aspect of standard server configuration that is likely to be dictated by the customer. It is not uncommon for large IT organizations to have naming conventions in place that they want applied to all devices within the span of their control. Computer names should be limited to 15 characters.

The following table shows the desired server name conventions for a standard I/CAD installation should the customer have no preference:

PURPOSE	SUGGESTED NODE NAME	NOTES
Active CAD Database	CADDB01	
Standby CAD Database	CADDB02	
Primary Com/Interface	CADCOM01	
Additional Com/Interface	CADCOM02	Increment number as needed (CADCOM03, etc.)
CAD Training Server	CADTRAIN01	
CAD Test Server	CADTEST01	
Mapping Server	CADMAP01	

Machine names should be finalized before the database applications are installed. This is far more important in an Oracle or Cluster setup than in SQL Server but is best to have the names cemented before application installation and setup occurs.

DOMAIN

If the customer is using an existing domain, the machines will have to be joined to the domain by a customer who has a domain administrator account. If your site is standing up a domain for the first time, and Hexagon is responsible for its configuration, work closely with your Hexagon implementation consultant to insure domain best practices are followed.

Important: If you are going to use SQL Server AlwaysOn Availability Groups as your high availability solution, then Hexagon recommends having the database servers be part of the same Windows domain. However, SQL Server 2016, running on Windows Server 2016, does support having the database servers in different Windows domains, or not in any Windows domain, but the setup for this configuration is more complicated than having the database servers in the same Windows domain. When configuring an AlwaysOn cluster, you will need to create an account for SQL Server to run under.

The requirements for the account are:

- It must be a domain level account
- It should have a complex password
- The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
- The account should be added to the local admin group on all of the Db Servers that will participate in the cluster.
- The account needs full control of the AD Computer objects that will participate in the cluster
- The AD Computer object for the cluster needs to be pre-staged.

Reference article

https://technet.microsoft.com/en-us/library/dn466519.aspx

- Create the object
- Grant the service account full control
- Disable the account
- The AlwaysOn Listener also needs to pre-staged (Required with HxGN OnCall Records and CAD 9.4 or higher when using AlwaysOn)

Reference Article

http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails

- Create the object
- Grant the *cluster computer object* full control of the listener object
- You can disable it but it is not required.

If you are going to use SQL Server Database Mirroring as your high availability solution, it is important to obtain a domain login that can be used as a service account for running the database related services. The account will need administrator privileges on the local machines running the database applications, but does not need to be a domain administrator account. The passwords should be set to never expire.

It is recommended but not required that a domain controller and DNS server be collocated with the Public Safety Servers. If these services are provided from a remote location and the connection is lost it will impact functionality.

USER ACCOUNTS

Hexagon staff working on the project will require administrator privileges on the servers and workstations on which they are installing software.

If the customer has a domain and the machines are joined to the domain, the customer may choose to create domain level logins for Hexagon personnel. If this is the case, then each Hexagon domain account will need to be granted the appropriate permissions for the tasks they are performing. It is recommended to create a CAD Admins or RMS Admins group at the domain level and place this group in the local administrators group of each server or workstations. Then place the specific domain accounts in side of the group.

APPENDIX B – CLIENT VIRTUALIZATION

Client virtualization comes in two forms persistent and non-persistent virtualized clients.

PERSISTENT VIRTUALIZED CLIENTS

Persistent virtualized clients are virtual clients that are created as standard VMs and are managed the same as a physical client would be. There is usually a 1 to 1 relationship of VMs to users. So dispatcher1 would always connect to the dispatcher1 VM. When updates are done to the VMs the updates are applied to each VM independently. If you have 100 call taker and dispatcher positions you would have 100 virtual clients even if you usually only man 75 of them.

NON-PERSISTENT VIRTUALIZED CLIENTS.

Non-Persistent virtualized clients is what is commonly referred to as VDI. With VDI the VMs are created as needed or based on a linked base image. When an update is required to the image, the base image is updated and as users connect they get a new image created from the base image. Normally every time a person logs off and back on the client is reset, removing any changes previously made and clearing any temporary files. It is possible to configure non-persistent virtual clients that maintain personalization settings and a user drive for the user to store personal files.

CONFIGURATION CONSIDERATIONS

Regardless of which virtualized client type you choose to implement there are things to consider.

A dedicated client virtualization environment is recommended. This will prevent contention between the clients and the servers for resources. This is especially important for the disk performance. It is possible with the proper configuration to make exceptions to this but those configurations should be discussed with a Hexagon system architect to verify acceptability. When reviewing resource requirements keep in mind the impact of host server maintenance, map roles and other system updates and how they may impact your resources.

Disk subsystem performance is probably the most important aspect of a successful virtual client implementation. On a physical client, the average IOPs available is less than 150. That is one of the reasons a computer takes so long to boot. When you swap a physical client to an SSD it boots much faster. When you virtualize a client, the disk subsystem will provide more IOPs than a physical spinning disk. When the client boots it will request data as fast as the CPU can handle it. So if you have 100 clients * 150 IOPs each that would be 15,000 IOPs. The problem is when you boot a client is will request more than 150 IOPs, greater than1000 IOPS is not uncommon during the boot process for an unaltered Windows image. If you boot up several clients at once you can cause what is sometimes referred to as a boot storm, a storm of IOP requests caused by booting VMs. This can cause the system to become unresponsive. To prevent this you need to have sufficient IOPs available to handle the storm. If you lose a host with either client configuration and all of the clients are trying to restart at once it could take an extremely long time without the right disk subsystem.

For the disk space for each client you need to include enough for the OS, any installed applications and temporary files that may be created during the use of the machine. If the client will have internet access you may need to allow additional space. These temporary file storage issues are one argument for non-persistent virtual clients. If raster files are used for mapping these can be quite large and consume a large amount of space per client. Consider placing these in a shared storage location hosted on high speed

SSD drives. Anything other than high speed SSD drives will cause unacceptable performance during usage of the raster files.

If the virtual client is going to be dedicated just to CAD then the CPU requirements are minimal. It is recommended that 2 virtual CPUs be allocated per client and that the CPU allocation not be oversubscribed beyond the expected number of concurrent users. This is because when a major incident happens you do not want contention between clients for CPUs. If the virtual client is going to run other applications, then the same specifications as a physical client with the 4 virtual CPU recommendations for the normal client specifications applies.

For memory, the same concerns are present as with CPU. Do not over subscribe beyond what your hosts can support. For CAD only clients, 6GB of memory is sufficient per client.

Video memory, when you configure the virtual client to support multiple monitors it will automatically increase the video memory available, regardless of what it adjusts to it is recommended that you configure it for the maximum available. For VMware version 6.x that is 128MB.

Determining IOPs required

Coming soon.

Host server specifications

ITEM	SPECIFICATION
Processors	3+ GHZ processors are required to provide acceptable performance. If slower processors are used then the GPU offload cards are required.
Memory	6GB per client to be hosted + 8GB
Internal Disk	Depends upon configuration
OS	VMware Horizon
Video Card	NVidia GPU offload card is supported but not required if the proper speed processor is utilized.
NIC	Redundant 10G NICs are recommended

Requirements per virtual client

ITEM	SPECIFICATION
Processors	2 vCPU
Memory	6+GB

ITEM	SPECIFICATION
Internal Disk	Image dependent
OS	Windows 10

Virtual Client End User Devices

End user devices can range from a variety of zero client devices, thin client devices or full workstations. The requirements from a CPU and memory requirement are minimal. If you are planning to use 4 displays then the device will need to support 4 displays. If you want redundant teamed NICs you will need to choose a device that supports that as well. As of this writing, a thin client device that would support 4 displays and teamed NICs was not available in the marketplace.

ITEM	SPECIFICATION
Processors	
Memory	
Internal Disk	Enough to store the client software
OS	
Video Card	
NIC	

APPENDIX C – IOPS CALCULATIONS

If you have your disk configuration and want to calculate the effective IOPs you would use this formula.

Raw IOPS = Disk Speed IOPS * Number of disks

Functional IOPS = (Raw IOPS * Write % / RAID Penalty) + (RAW IOPS * Read %)

The scenario we run in to is that we have the Functional IOPs requirement but need to calculate the RAW IOPs. The other issue is that the formula is different for the DBs and the OS partitions because there is a difference in the READ/Write percent. So let's work out the formulas.

DB IOPs (Using RAID 5 SSDs)

Y (Functional IOPS) = (X * .65 / 5) + (X * .35)

Y=.65x/5 +.35X

Y = .48X

X = Functional IOPs/.48

So if the functional IOPs requirement for the DBs is 10000 then the RAW IOPS requirement would be 20833.34 IOPs, divide that by the IOPs capability of your drive and that is the number of disks required.

DB IOPs (Using RAID1/10 SSDs)

Y (Functional IOPS) = (X * .65 / 2) + (X * .35)

Y=.65x/5 +.35X

Y = .675X

X = Functional IOPs/.675

So if the functional IOPs requirement for the DBs is 10000 then the RAW IOPS requirement would be 14814.34 IOPs, divide that by the IOPs capability of your drive and that is the number of disks required.

OS IOPS

Y (Functional IOPS) = (X * .35 / 5) + (X * .65)

Y=.65x/5 +.35X

Y = .72X

X = Functional IOPs/.72

So, if the functional IOPs requirement for the OS 300 then the RAW IOPS requirement would be 416.6 IOPs, divide that by the IOPs capability of your drive and that is the number of disks required.

Combined disk group

If you were going to combine the OS and DB disk group you would add the RAW IOPS requirements together and then determine the number of drives. If doing this it is recommended to add some additional overhead to help ensure performance.

If combing disk groups the RAID configuration for the drives usually must be the same across all drives. It may be less expensive to separate the DB and OS as shown in the examples above.

CITY OF FLAGSTAFF
Purchasing Section

Special Procurement Justification (check applicable box below)

Divisions/Sections Requesting Sole Source, Proprietary or Emergency Procurement Must Complete This Form

____X_Sole Source Procurement Justification
_____Proprietary Procurement Justification
_____Emergency Procurement Justification

TO: Purchasing Section Buyer

PREPARER: Katie Brandis

DIVISION/SECTION: Police Department

DATE SUBMITTED: 10/13/2020

Is this a sole source procurement? "Sole Source" is defined as a product or service available from only one known source. *Please answer the 4 questions below and attach all documentation and sign.*

Sole Source Justification

1. Briefly, what is the scope of the project in which this product or service will be used.

   We are requesting a Computer Aided Dispatch (CAD) upgrade through Hexagon (formerly Intergraph). We have used this CAD software for over 20 years. The version we are running on is 9.1 and the most current version is 9.4. Version 9.1 is no longer supported by Hexagon since the majority of their customers have upgraded to the current version. The software has not been updated since 2011 and we are starting to see significant failures more often. Since this is an upgrade of the software we have been using for over 20 years training on it will be minimal which is important in emergency services.

2. Who is the identified vendor and why is this the only product or service that can meet the City's requirements? Uniqueness? Compatibility? Integral component? Availability? Delivery Date? If purchase qualifies as proprietary and there are multiple Distributors, why is this the only Distributor who can satisfy the City's purchasing request?

   The vendor is Hexagon (formerly Intergraph). The system will be compatible with our new Records Management System (RMS) which was recently upgraded. The CAD software has specific integrations to our agency and is only offered through Hexagon. For example, our 911 telephone system is already integrated into the software which allows us to process emergency calls for service faster. Text-to-911 which will be live in December 2020 will be integrated into the software and Rapid SoS mapping program will be integrated in the new system. All these tools help us provide the best customer service possible. The CAD upgrade project is ready to begin as soon as we get the approval from Council and Purchasing.

3. Why is this vendor the only available source from which to obtain this product or service? You must provide clear and convincing evidence.

We have looked into several other CAD systems. This is the one that best fits out needs as a 911 Communications Center. As noted above we will be able to integrate all of the programs we are currently using to make for faster call processing. To change to a different CAD system would require much more training for dispatchers and supervisors. Training would be difficult since we have five vacancies and have to staff the center 24/7/365. The best solution is to go with the system we already know how to use. The price for this upgrade is less expansive than some of the other CAD systems I have looked into.

4. What efforts have been made to obtain the best price possible? Why do you feel this price is fair and reasonable?

I negotiated with Hexagon for several months on a price to fit our budget. They were able to provide us the servers at a lower price than the quoted government price provided to the County IT Department. We went line by line through each expense to see where we could save money. I believe we got a reasonable and fair price for the system.

This justification is valid through _____3 Years_____ **(TO BE DETERMINED BY BUYER).**
(Maximum 3 years)

10-14-2020
Authorized Signature Date

Dan Musselman Interim Chief of Police
Printed Name Title

10/13/2020
Purchasing Section Buyer's Signature Date

Emily Markel Senior Procurement Specialist
Printed Name Title

Purchasing Director Signature Date

6. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Approval of Contract: Recommend approval of the Firewood Processing contract for the Shultz Pass Log Deck Staging Area with Alamo Navajo School Board, Inc. in the amount of $96,600.00.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Alamo Navajo School Board, Inc. for the Firewood Processing at Shultz Pass Log Deck Staging Area in the amount of $96,600.00
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This contract will fund the processing of a log deck into firewood. The logs are located on Shultz Pass Rd and were cut as part of the Flagstaff Watershed Protection Project (FWPP) Steep Slope cut units. All City funds used for this contract will be reimbursed through the USFS Midway Challenge Cost Share Agreement 19-CS-11030408-025. An estimated 2500+ cords of firewood will be processed. City staff are working with the USFS, National Forest Foundation, ECONA, Wood for Warmth and Red Feather to distribute this firewood to those most in need, for example tribal communities.

Financial Impact:

The Midway Cost Share Agreement (19-CS-11030408-025) between the City of Flagstaff and the USDA Coconino National Forest, approved by Council and signed by the City Manager on September 24, 2019, provides full reimbursement to the City for this contract. No FWPP voter approved bond funds will be utilized for this work. City staff time to manage this contract is included as a matching component within the Midway Cost Share Agreement.

Policy Impact:

Implementation of this contract will:
1. Support the goals of the Greater Flagstaff Community Wildfire Protection Plan adopted by Council in 2005
3. Support the efforts of the Flagstaff Watershed Protection project approved by voters in 2012
4. Promotes the State's Forest Action Plan
5. Advances the National Cohesive Wildland Fire Management Strategy.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- This contract will serve the public by making low cost firewood available to the Greater Flagstaff community
- This contract will implement innovative, local government driven programs

Safe and Healthy Communities

- This contract supports a safe, secure and healthy community by contributing to wildfire risk reduction efforts

Environmental Stewardship

- This contract supports the forest restoration-based management of our local natural resources
- This contract supports the private sector participation in environmental stewardship efforts
- This contract supports the CAAP by providing home heating resources to vulnerable communities

Regional Plan

Regional Plan

- Policy E&C.1.5 - Seek feasible alternatives to reduce the smoke produced through prescribed burns and slash piles while continuing efforts to return fire to its natural role in the ecosystem.
- Policy E&C.3.3 – Invest in forest health and watershed protection measures.
- Policy E&C.2.2. Promote investments that strengthen climate resiliency.
- Policy E&C.3.3. Invest in forest health and watershed protection measures.
- Policy E&C.6.1. Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
- Policy E&C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.
- Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- Policy E&C.6.6. Support cooperative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
- Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

This effort supports the Team Flagstaff Strategic Plan, Mission and Vision. Protecting our watersheds and water infrastructure from the impacts of catastrophic wildfire enhances the quality of life for Flagstaff citizens while providing "a balance of economic, environmental, educational and cultural opportunities" for all.

Has There Been Previous Council Decision on This:

Yes: Council approved the Midway Challenge Cost Share Agreement 19-CS-11030408-025 on October 15th, 2019. Firewood processing was one of the six tasks in this agreement

Options and Alternatives:

Option 1: Approve the contract, permitting firewood processing work to proceed as planned.
Option 2: Reject the contract, resulting in delays that will reduce the likelihood that this firewood can be made available to the public before winter.

Background/History:
The Midway Challenge Cost Share Agreement is an integral part of the collaborative forest restoration effort in the Dry Lake Hills area of the FWPP footprint. This agreement also supports the post-Museum Fire recovery effort.

This contract will implement one of the six approved Statements of Work (SoW) within the Midway Challenge Cost Share Agreement.

Purchasing staff conducted a formal procurements process and solicited bids from contractors in this field. Solicitation #2021-14 was posted on PlanetBids from August 25, 2020 to September 21, 2020 and published in the Arizona Daily Sun August 30, 2020 and September 6, 2020. There were two contractors that proposed. The lowest responsible, responsive bidder is Alamo Navajo School with $96,000.00.

Alamo Navajo School - $96,000.00
High Desert Investment - $198,000.00

Key Considerations:
This contract will implement one of the tasks in the Midway Cost Share Agreement approved by Council in October 2019. Although this contract is only funding the processing of the logs into firewood, FFD staff will work with many internal and external partners to help provide this firewood to vulnerable communities within Flagstaff and to tribal areas outside of Flagstaff.

City procurement process will be utilized to solicit, evaluate, and award projects. City staff will manage, oversee, and approve work for payment to contractors and will be reimbursed by US Forest Service.

The contractor will be required to follow USFS restrictions, precautions and Industrial Fire Plan guidelines.

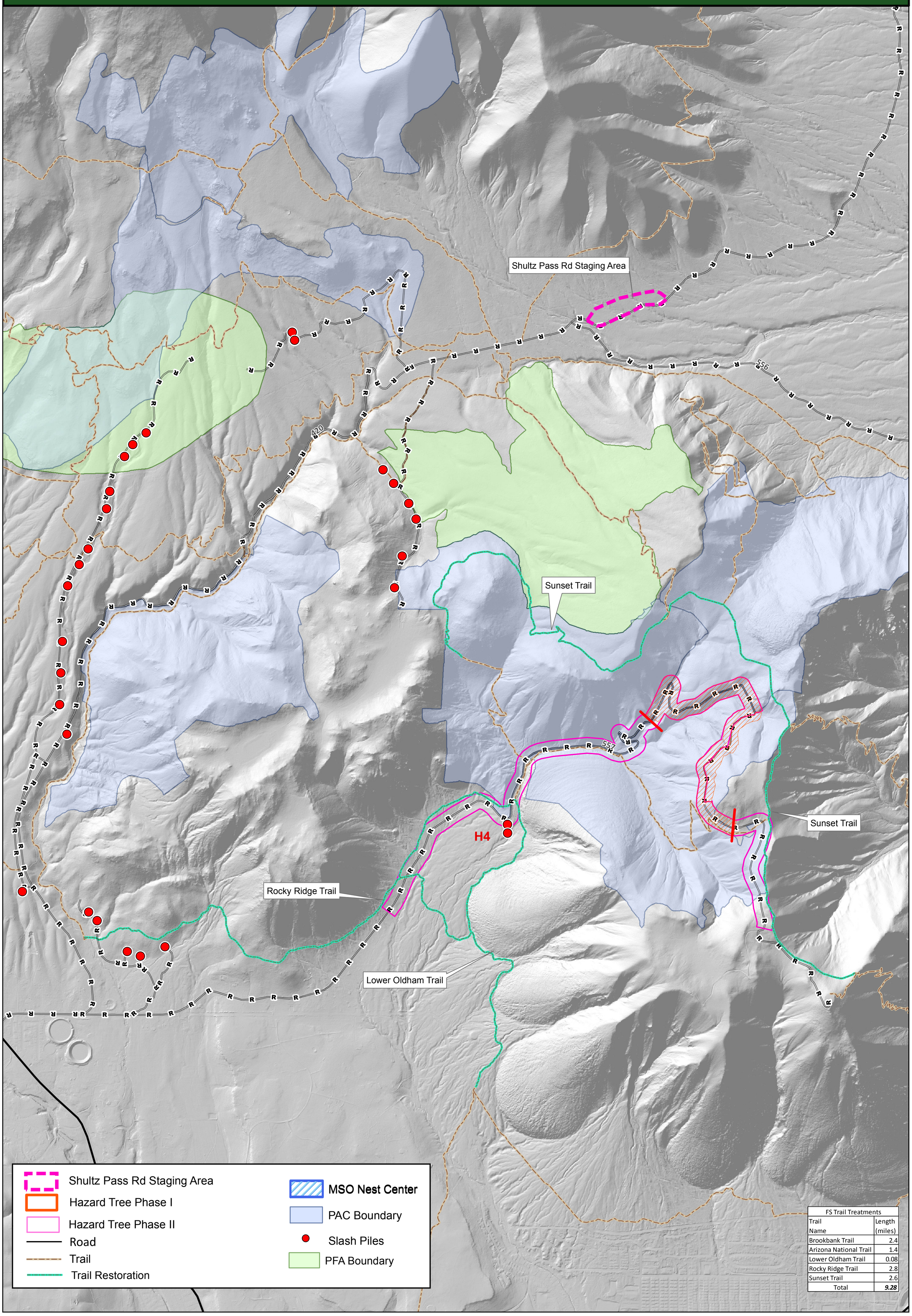
Community Benefits and Considerations:
This contract will fund the processing of logs into firewood. It is expected that over 2500 cords will be processed. City staff will work with partners to find ways to get this firewood to vulnerable communities in Flagstaff and Tribal areas outside of Flagstaff.

Community Involvement:
Public participation was not part of this contracting process.
Community involvement will play a significant role in the distribution of the firewood processed through this contract.

Attachments:
Log Deck
Log Deck location - Shultz Pass Staging Area
Log Deck v2
Log Deck v3
2021-14 Firewood Contract

FWPP Phase II The Midway Project

COCONINO NATIONAL FOREST - SOUTHWESTERN REGION



FS Trail Treatments	
Trail Name	Length (miles)
Brookbank Trail	2.4
Arizona National Trail	1.4
Lower Oldham Trail	0.08
Rocky Ridge Trail	2.8
Sunset Trail	2.6
Total	***9.28***

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CONTRACT FOR SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-14

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Alamo Navajo School Board, Inc. a New Mexico Cooperation, ("Contractor").

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

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

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

   FIREWOOD PROCESSING OF APPROVED LOGS AT THE SHULTZ PASS STAGING AREA

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

2. Compensation: The Contractor shall be compensated **ninety-six thousand six hundred dollars ($96,600.00)** for work performed under the Bid schedule, work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit C*.

5. Grant Provisions: Contractor shall meet the Grant Provisions in Grant Number 19-CS-11030408-025 as set forth in *Exhibit D*.

6. Contract Term: Scope of Work to be completed in four months.

7. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-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.

8. 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:
Carl Livingston
Forestry Supervisor
Alamo Navajo School Board, Inc.
PO Box 5907
Alamo, NM 87825
clivingston@ansbi.org

With a copy to:
Neil Chapman
Forest Health Supervisor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Neil.chapman@flagstaffaz.gov

With a copy to:
Stacey Brechler-Knaggs
Grants & Contracts Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
sknaggs@flagstaffaz.gov

9. 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

FIREWOOD PROCESSING OF APPROVED LOGS AT THE SHULTZ PASS STAGING AREA

Bid most advantageous to the City of Flagstaff: Bid packages will be reviewed and the contract will be awarded based on cost, qualifications and technical approach that is most satisfactory and advantageous to the City.

Qualifications/Experience: The Bidder must provide proof of past work experience processing firewood. Operations will pose a significant danger to those working at the site. Contractor may be asked to provide additional examples of recent work and references that reflect the job items as shown in the scope of work.

Location: The Shultz Pass Staging Area is located on the west side of Shultz Pass Rd at the intersection with Elden Springs Rd. See below for map.

Scope of Work: All log decks located at the Shultz Pass Staging Area are to be processed into firewood. This process can occur in a variety of ways but must be agreed upon by a City of Flagstaff representative. All processing of logs into firewood must occur within the agreed upon location.

All logs are to be processed into firewood size pieces that can range from 12-18 inches x 4-6 inches.

Contractor has 45 days after final contract signature to initiate work. Processing must be completed within 4 months. A contract extension may be available if the contractor experiences delays beyond their control and/or continues to demonstrate the ability to complete work as soon as possible.

Processed firewood must be piled in a manner that does not prohibit the work of any other activities and is in an organized manner. Firewood piles will be spread throughout the area to allow for safe processing and truck loading operations.

All slash/duff/bark produced because of the firewood production shall be either piled or spread out to a depth and location as agreed upon with a City of Flagstaff representative.

Temporary vehicle gates with fencing must be installed at both ends of the road accessing the landing area that prohibit unauthorized vehicle access. The fence does not need to surround the entire landing.

Contractor is required to provide applicable signs and safety notices to the public.

All activities must follow any USFS restrictions, precautions and Industrial Fire Plan guidelines.

Contractor will be required to submit a fire safety plan to the City of Flagstaff.

This is the continuation of a fuels reduction project that has had significant resource damage to the area. Every effort to minimize resource damage should be taken. Please take that into consideration. All driving, cutting, loading, processing and unloading practices should be in a manner that cause the least amount of resource damage. Any damage that occurs because of the contractor/operator's negligence that is outside normal practices will be at the contractor's expense.

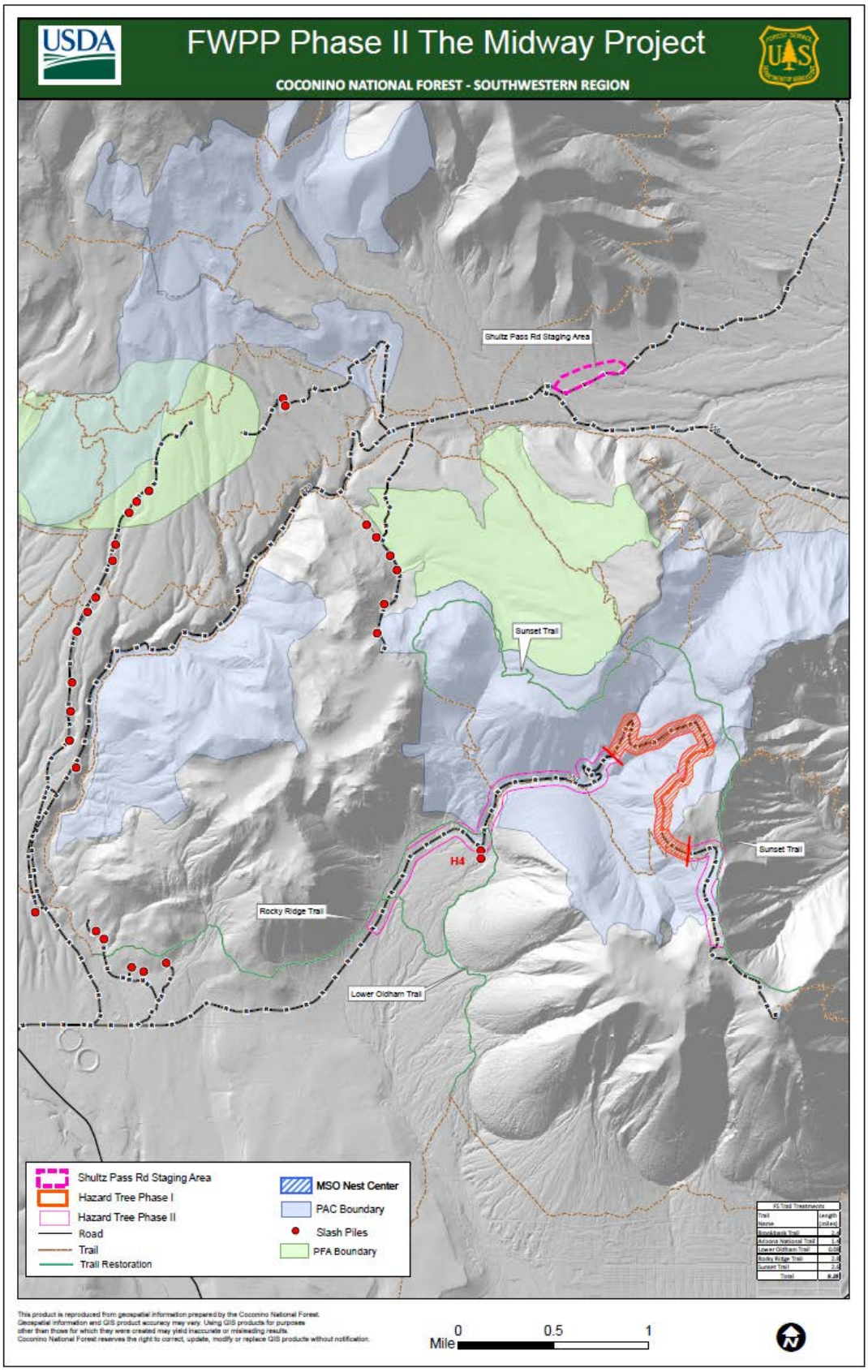
FWPP Phase II The Midway Project
COCONINO NATIONAL FOREST - SOUTHWESTERN REGION
Shultz Pass Rd Staging Area
Sunset Trail
H4
Sunset Trail
Rocky Ridge Trail
Lower Oldham Trail
Shultz Pass Rd Staging Area
Hazard Tree Phase I
Hazard Tree Phase II
Road
Trail
Trail Restoration
MSO Nest Center
PAC Boundary
Slash Piles
PFA Boundary
0
0.5
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EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B.

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

11. TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. LIENS: All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. INVOICES: A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as

part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the

Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice

thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

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

EXHIBIT C

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Contract No. 2021-14
   Emily Markel
   Senior Procurement Specialist
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract

number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICES, COCONINO NATIONAL FOREST PROVISIONS

(A) TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; orb) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and **contractors** are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

(B) U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Title 2: Grants and Agreements

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

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

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

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

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

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

(D) NOT REQUIRED - Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-

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

(E) NOT REQUIRED - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

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

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval (5-0 vote), that the City Council approve the Preliminary Plat.

Executive Summary:

This is a request for Preliminary Plat approval for a 32-unit residential condominium subdivision known as Miramonte at Butler Ave. This project has already been approved administratively and construction has commenced on the site. Approval of this plat will enable the applicant to sell the units instead of renting them. There is no Affordable Housing affliated with this development.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

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

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings for residential construction.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain

efficient infrastructure projects and maintenance.

- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Preliminary Plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Inter-Division Staff (IDS) approved the Site Plan for the development (PZ-18-00194-01) on August 8, 2019, and approved a Minor Modification to the Site Plan on October 21, 2019 (PZ-18-00194-02). Civil Engineering Plans were approved on April 13, 2020 (PZ-18-00194-03). City staff approvals were based on conformance with all relevant City Development Standards. The applicant intends to submit Building Permit applications shortly.

The project is being developed according to the standards for the T5 Main Street Transect Zone, the Commercial Block Building Type, and the Shopfront Private Frontage Type. It contains a 2,704 sq. ft. restaurant space on floor 1, and 32 residential units on floors 2 – 5. There are eight units per floor, and they are one, two, and three-bedroom units. They range from 722 to 1,279 square feet.

IDS approved the Preliminary Plat on September 10, 2020. On October 14, 2020, the Planning and Zoning Commission voted 5-0 in favor of forwarding the Preliminary Plat to the City Council with a recommendation of approval.

Key Considerations:

Staff approval of the Site Plan, Civil Engineering Plans, and Preliminary Plat signifies that the project complies with Title 10: Zoning Code, Title 11, General Plans and Subdivisions, and Title 13: Engineering Design Standards and Specifications for New Infrastructure. Thus, the applicant was permitted to apply for additional grading and other permits, which have since been approved.

However, the applicant has opted to create a Condominium Plat to allow the units to be sold individually (without this condominium plat, the units would be apartments). In this case, ownership is of the airspace within each unit and of the limited common elements (porches, decks) associated with each unit. Shared areas inside each building and the spaces between the floor plates and walls are considered "common elements." Tract "A" contains all areas outside of the buildings and the limited common elements. It will be maintained by the Homeowner's Association and will be used for parking and landscaping, and as a private drainage and utility easement.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as promoting economic development, providing a diversity of house types, and encouraging compact, infill development in an existing activity center.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments:

Application
Preliminary Plat
Council Presentation
Vicinity Map
Landscape Plan
Utility Letters
Miramonte at Butler Preliminary Plat - Staff Report

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Subdivision Review	File Number
July 21, 2010		PZ-18-00194-04

Property Owner(s) Miramonte Beaver, LLC		**Phone**
Mailing Address 2502 E. River Rd.	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Applicant(s) Miramonte Beaver, LLC		**Phone**
Mailing Address 2502 E. River Rd.	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Project Representative Jack Kemmerly		**Phone** 928-774-0028
Mailing Address 102 S. Mikes Pike St.	**City, State, Zip** Flagstaff, Az 86001	**Email** jkemmerly@miramontehomes.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☒ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☒ Preliminary Plat
- ☐ Final Plat- Council

Project Name: Miramonte at Butler Avenue	**Site Address** 207 S. Beaver St.	**Parcel Number** 103-07-011-A
Proposed Use Mixed Commercial & Residential	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** Normal School ADD

Zoning District T5 Main Street	**Regional Plan Category** Urbana Activity Center	**Flood Zone** AE	**Size of Site (Sq. ft. or Acres)** 0.54

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	Residential/Commercial	NAU. Bank	Residential	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Residential/Commercial		32	58.9 units/acre	28,950 sf

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
	7/21/20		7/21/20

For City Use

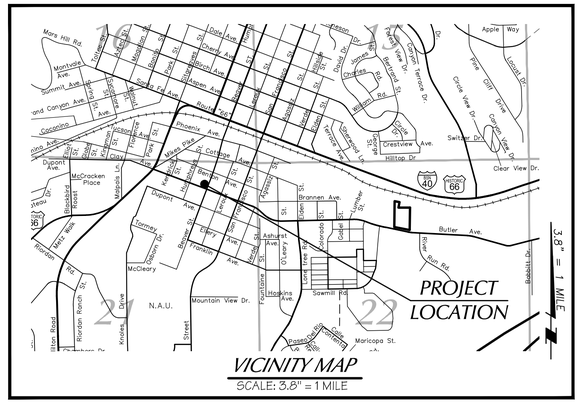
Date Filed: 9/10/20	**Case Number (s)**	PZ-18-00194-04
P & Z Hearing Date: 10/14/20	**Publication and Posting Date:** NA	
Council Hearing Date: 11/3/20	**Publication and Posting Date:** NA	
Fee Receipt Number: REC-2036329	**Amount:** $10,035.00	**Date:** 9/30/20

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PRELIMINARY PLAT
FOR
MIRAMONTE AT BUTLER AVE.

THE SOUTHERLY 21 FEET OF LOT 5, ALL OF LOTS 6 & 7, AND THE REMAINDER OF LOTS 8-12 IN BLOCK 118 OF THE NORMAL SCHOOL ADDITION TO THE CITY OF FLAGSTAFF AND LOCATED IN THE NE 1/4 OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



INDEX TO SHEETS

1	COVER SHEET and PROJECT INFORMATION
2	SITE PLAT
3	FIRST FLOOR PLAT
4	SECOND FLOOR PLAT
5	THIRD FLOOR PLAT
6	FOURTH FLOOR PLAT
7	FIFTH FLOOR PLAT
8	AREA MAP

APPROXIMATE CUT & FILL

CUT = 223 C.Y.
FILL = 8 C.Y.

RESOURCE PROTECTION PLAN

THERE ARE NO RESOURCES PRESENT ON THE SITE.

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY CIVIL DESIGN & ENGINEERING, INC., 618 E. ROUTE 66, FLAGSTAFF, AZ. 86001. CHRISTINE A. LAGUNA (CERTIFICATE NO. 29327)

OFF-SITE IMPROVEMENTS

ALL OFF-SITE FRONTAGE SUBDIVISION IMPROVEMENTS SHALL BE CONSTRUCTED BY THE SUBDIVISION DEVELOPER IN ACCORDANCE WITH THE APPROVED CITY OF FLAGSTAFF PUBLIC AND PRIVATE IMPROVEMENT PLANS FOR MIRAMONTE AT BUTLER AVE., PREPARED BY CIVIL DESIGN AND ENGINEERING, INC., SEALED BY CHRISTINE A. LAGUNA, SEAL DATE 4/13/20

FEMA FLOOD ZONE "AE" - BFE=6897.00

COMMERCIAL NON-ELEVATED SPACE WILL MEET THE PASSIVE DRY FLOOD PROOFING REQUIREMENTS TO (ONE) 1 FOOT ABOVE BASE FLOOD ELEVATION IN ACCORDANCE WITH N.F.I.P. STANDARDS.

ALL RESIDENTIAL UNITS SHALL BE ELEVATED (ONE) 1 FOOT ABOVE THE BASE FLOOD ELEVATION.

RESIDENTIAL AND COMMERCIAL PARKING AREAS THAT ARE LESS THAN (ONE) 1 FOOT BELOW THE BASE FLOOD ELEVATION SHALL BE SECURED PER N.F.I.P. STANDARDS

A.R.S. 33-1212. UNIT BOUNDARIES
EXCEPT AS PROVIDED BY THE DECLARANT.

1. IF WALLS, FLOORS OR CEILINGS ARE DESIGNATED AS BOUNDARIES OF A UNIT, ALL LATH, FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACE ARE A PART OF THE UNIT, AND ALL OTHER PORTIONS OF THE WALLS, FLOORS OR CEILINGS ARE A PART OF THE COMMON ELEMENT.

2. IF ANY CHUTE, FLUE, DUCT, WIRE, CONDUIT, BEARING WALL, BEARING COLUMN, OR OTHER FIXTURE LIES PARTIALLY WITHIN AND PARTIALLY OUTSIDE THE DESIGNATED BOUNDARIES OF A UNIT, ANY PORTION SERVING ONLY THAT UNIT IS A LIMITED COMMON ELEMENT ALLOCATED SOLELY TO THAT UNIT AND ANY PORTION SERVING MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON ELEMENTS IS A PART OF THE COMMON ELEMENTS.

3. SUBJECT TO THE PROVISIONS OF PARAGRAPH 2, ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF A UNIT ARE A PART OF THE UNIT.

4. ANY SHUTTERS, AWNINGS, WINDOW BOXES, DOORSTEPS, STOOPS, PORCHES, BALCONIES, ENTRYWAYS, OR PATIOS, AND ALL EXTERIOR DOORS AND WINDOWS OR OTHER FIXTURES DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE UNIT'S BOUNDARIES, ARE LIMITED COMMON ELEMENTS ALLOCATED EXCLUSIVELY TO THAT UNIT.

TRACT "A":

7,353 S.F., SHALL CONTAIN ALL AREA OUTSIDE OF THE UNITS AND THEIR ASSOCIATED LIMITED COMMON ELEMENTS.

TRACT A IS HEREBY RESERVED BY MIRAMONTE BEAVER, L.L.C. AS A PRIVATE UTILITY EASEMENT FOR UTILITY SERVICES TO THE UNITS, LANDSCAPE AND IRRIGATION INSTALLATION, AND PRIVATE DRAINAGE EASEMENT.

TRACT A IS DEDICATED HEREON TO THE OWNERS ASSOCIATION.

UTILITY COMPANY ACKNOWLEDGMENT

MARTIN CONBOY
UNISOURCE ENERGY — DATE

MANUEL HERNANDEZ
CENTURYLINK — DATE

CHAD BROOKS
ARIZONA PUBLIC SERVICE — DATE

SANFORD YAZZIE
SUDDENLINK — DATE

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PROJECT INFORMATION

PROJECT NAME:	MIRAMONTE AT BUTLER AVE.
PROJECT LOCATION:	207 S. BEAVER ST.
ASSESSORS PARCEL NUMBER:	103-07-011A
TITLE CONVEYED BY INSTRUMENT No:	3837444 (COCONINO COUNTY RECORDER)
TOTAL SQUARE FOOTAGE:	23,668 (PRE R.O.W. DEDICATION)
TOTAL ACREAGE:	0.54334± (PRE R.O.W. DEDICATION)
TOTAL SQUARE FOOTAGE:	20,216 (POST R.O.W. DEDICATION)
TOTAL ACREAGE:	0.46410± (POST R.O.W. DEDICATION)
FLOOR AREA RATIO:	1.91 (PRE R.O.W. DEDICATION)
FLOOR AREA RATIO:	2.25 (POST R.O.W. DEDICATION)
MAXIMUM LOT COVERAGE:	80%
PROPOSED ZONING DISTRICT:	T5 MAIN STREET
BULIDING TYPE:	COMMERCIAL BLOCK
SPECIFIC TO PRIVATE FRONTAGES:	SHOPFRONT
REGIONAL PLAN DESIGNATION:	URBAN ACTIVITY CENTER
ALLOWED DENSITY PER THE REGIONAL PLAN:	13 PER ACRE MINIMUM
TOTAL NUMBER OF UNITS:	32
DENSITY (UNITS PER ACRE):	58.9
GROSS FLOOR AREA:	45,270 S.F.
NUMBER OF FLOORS:	5
PROPOSED MAX. HEIGHT (PRIMARY):	64'
PROPOSED MAX. HEIGHT (ACCENT):	69'
MAX. HEIGHT (T5 MAIN STREET):	5 STORIES
CURRENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL, COMMERCIAL & RESTAURANT
FEMA FLOOD ZONE:	ZONE "AE" (BASE FLOOD ELEVATION = 6897.00)
LOCATED WITHIN THE R.P.O. ZONE:	NO
OWNER/DEVELOPER:	MIRAMONTE HOMES MR. JACK KEMMERLY 4578 N. 1ST AVE., No 160 TUCSON, AZ. 85718 (928) 774-0028

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
ARIZONA U.S.A.

SURVEY WAS PERFORMED BY APEX LAND SURVEYS, JOB No. 10-05-18RR, DATED 10/19 & 10/24, 2018 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ARIZONA 811
MON - FRI 6am - 6pm
KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 1 OF 8

COF PROJECT #PZ-18-00194

Mogollon Inc ENGINEERING &SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

MIRAMONTE AT BUTLER AVENUE 9/3/20
PRELIMINARY PLAT
COVER SHEET and PROJECT INFORMATION
MES# 18294

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 9/3/20
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVH
PROJECT NO. 18294
FN: SHEET01.DWG
VERT SCALE: N/A
HOR SCALE: N/A
REVISIONS: PER C.O.F. COMMENT DATED 8/14/20

SCALE: 1"=10'

0 5 10 20

FOUND 2" ALUMINUM CAP IN HAND HOLE AT THE INTERSECTION OF BUTLER AVE. AND HUMPHREYS ST.

N77°31'42"W 207.36'

1/2" REBAR W/ ALUM CAP "R. REECE, RLS 59307"

BASIS OF BEARINGS
EX R.O.W.

N20°35'31"E 196.17'

1/2" REBAR W/ ALUM CAP "R. REECE, RLS 59307"

EX 16' R.O.W.

NEW 23' R.O.W.

NEW R.O.W.

N20°35'31"E 191.42'

ZONE "HR"

THE NORMAL SCHOOL ADDITION BOOK 1, PAGE 28

ZONE "CC"

TRACT "A"
7,353 S.F.

S20°35'31"W 30.14'

N69°24'29"W 6.00'

S20°35'31"W 52.43'

N69°24'29"W 5.86'

S20°35'31"W 33.10'

N17°12'22"E 72.93'

N05°33'41"E 48.09'

7.00'

S38°27'36"E 43.73'

3' SETBACK

S20°42'33"W 19.50'

PARKING SPACE No. 14 (L.C.E.) 16.67'

PARKING SPACE No. 15 (L.C.E.) 19.50'

PARKING SPACE No. 16 (L.C.E.) 16.67'

PARKING SPACE No. 17 (L.C.E.) 19.50'

PARKING SPACE No. 18 (L.C.E.) 16.67'

PARKING SPACE No. 19 (L.C.E.) 19.50'

PARKING SPACE No. 20 (L.C.E. UNIT 101) 19.50'

PARKING SPACE No. 21 (L.C.E. UNIT 101) 16.67'

PARKING SPACE No. 22 (L.C.E. UNIT 101) 19.50'

PARKING SPACE No. 23 (L.C.E.) 19.50'

PARKING SPACE No. 24 (L.C.E.) 19.50'

PARKING SPACE No. 25 (L.C.E.) 16.67'

PARKING SPACE No. 26 (L.C.E.) 19.50'

PARKING SPACE No. 27 (L.C.E.) 16.67'

PARKING SPACE No. 28 (L.C.E.) 19.50'

PARKING SPACE No. 29 (L.C.E.) 16.67'

PARKING SPACE No. 30 (L.C.E.) 19.50'

S69°17'27"E

S69°21'00"E 134.43'

116.93'

N69°24'29"W 81.30'

S20°35'31"W 12.00'

N69°24'29"W 13.33'

S20°40'05"W 60.61'

NEW R.O.W.

10.50'

S20°40'05"W 69.07'

EX R.O.W.

1/2" REBAR W/ PLASTIC CAP "RLS 7500"

MAG NAIL W/ BRASS TAG "RLS 59307"

N29°41'50"E 47.12'

N36°47'40"E 23.71'

N57°13'46"E 30.00'

N38°54'48"E 66.39'

S43°52'09"W 60.77'

MIRAMONTE AT BUTLER AVE.
23,668 S.F. (PRE R.O.W. DEDICATION)
20,216 S.F. (POST R.O.W. DEDICATION)

BASE FLOOD ELEVATION=6897.00.
PER FLOOD ZONE DETERMINATION PREPARED BY STORMWATER STAFF ON 10/24/2018

NEW 29.7' R.O.W.

EX 25' R.O.W.

N69°16'50"W 357.63'

N69°17'27"W 85.34'

N69°17'27"W 78.50'

NEW R.O.W.

EX R.O.W.

S69°24'29"E 35.47'

TRACT "A"

4.90' N69°24'29"W 5.43' 4.90'

N69°24'29"W 31.94'

BUTLER AVENUE

N24°17'27"W 3.00'

1/2" REBAR W/ ALUM CAP "R. REECE, RLS 59307"

NEW R.O.W.

EX R.O.W.

S65°42'33"W 2.55'

S65°40'03"W 35.30'

SEE BUILDING DETAIL BELOW

S20°35'31"W 34.85'

S20°42'33"W 54.77'

NEW R.O.W.

S20°35'31"W 5.43' 4.90' 4.90'

S20°35'31"W 24.80'

N69°24'29"W 5.44'

S20°35'16"W 46.39'

EX R.O.W.

1/2" REBAR W/ ALUM CAP "R. REECE, RLS 59307"

1/2" REBAR W/ ALUM CAP "R. REECE, RLS 59307"

N32°08'03"W 70.98'

BEAVER STREET

S20°34'57"W 350.67'

INTERSECTION OF BEAVER ST. AND BENTON AVE.

BC PROJECT BENCHMARK: IS A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF BEAVER ST & BUTLER AVE, ELEVATION = 6891.84 (NAVD88)

PROJECT BENCHMARK: IS A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF BEAVER ST & BUTLER AVE, ELEVATION = 6891.84 (NAVD88)

BASIS OF BEARING: IS FROM THE SOUTHWEST CORNER OF PARCEL 103-07-011A, A FOUND 1/2" REBAR WITH ALUMINUM CAP "R. REECE, RLS 59307" TO THE NORTHWEST CORNER OF OF PARCEL 103-07-011A, A FOUND 1/2" REBAR WITH ALUMINUM CAP "R. REECE, RLS 59307". BEARING OF N20°35'31"E - 196.17'

THIS INFORMATION IS BASED ON A RECORD OF SURVEY AND A TOPOGRAPHIC SURVEY, BOTH HAVE BEEN PERFORMED BY APEX LAND SURVEYS, JOB No. 10-05-88RR, DATED OCTOBER 24, 2018.

LINE DATA (CL)

#	BEARING	DISTANCE
1	S24°24'29"E	1.89'
2	N65°35'31"E	3.00'
3	N24°24'29"W	0.97'
4	N65°35'31"E	4.59'
5	N24°24'29"W	2.00'
6	N65°35'31"E	7.43'
7	N65°35'31"E	5.24'
8	N24°24'29"W	1.82'
9	N69°24'29"W	3.70'
10	S20°35'31"W	0.92'
11	N20°35'31"E	0.15'

LEGEND & ABBREVIATIONS

BC	BRASS CAP	EX	EXISTING
AC	ALUMINUM CAP	R.O.W.	RIGHT OF WAY
•	FOUND MONUMENT AS NOTED	S.F.	SQUARE FEET
◉	CORNER TO BE SET	L.C.E.	LIMITED COMMON ELEMENT
		No.	NUMBER

SITE AREAS

SITE L.C.E. SQUARE FOOTAGE: 2,923

BUILDING DETAIL

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

811 ARIZONA
MON - FRI 6am - 5pm
KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 2 OF 8

COF PROJECT # PZ-18-00194

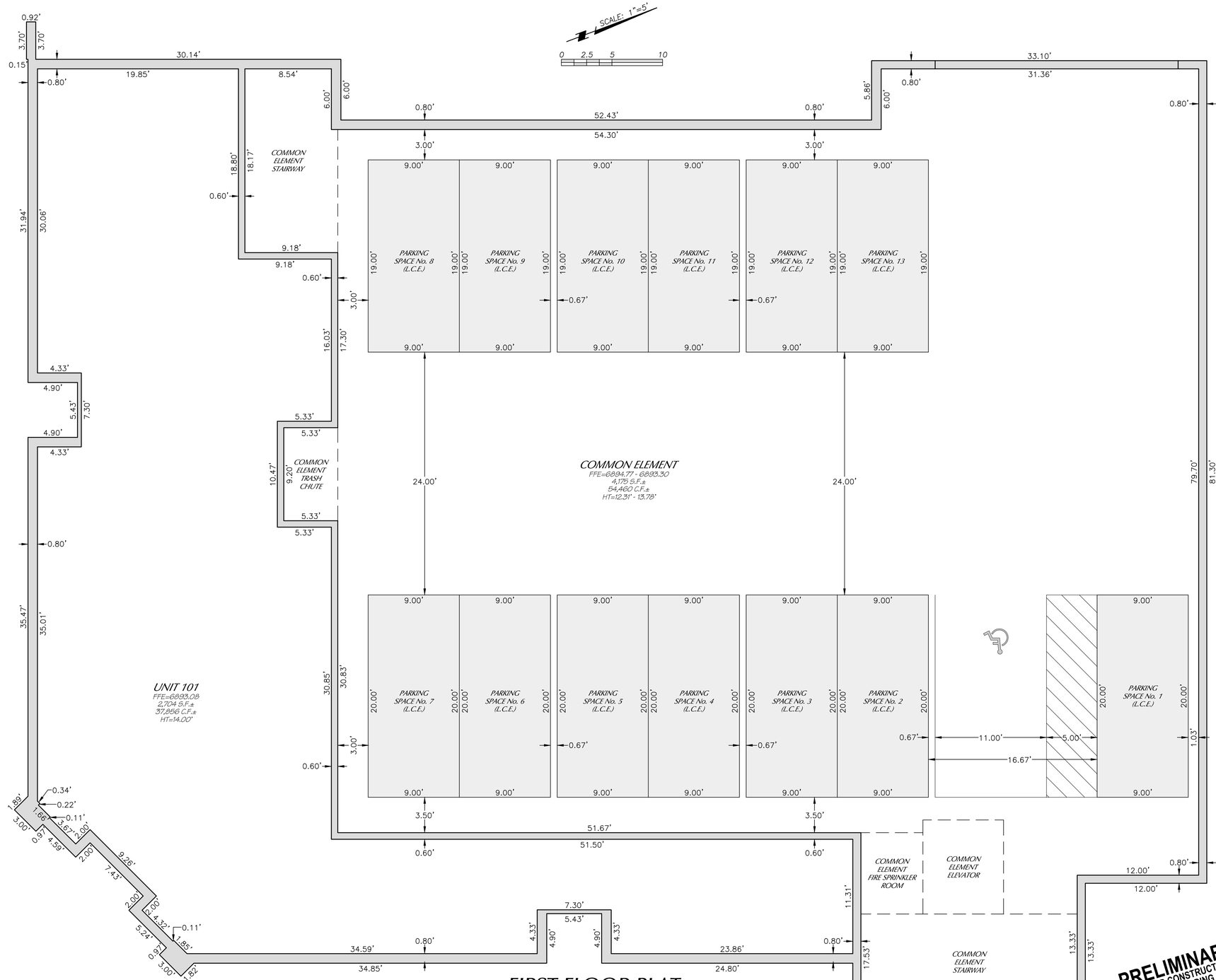
MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
SITE LAYOUT

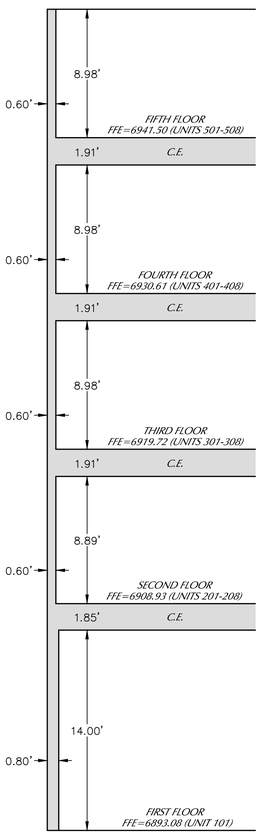
9/3/20
MES# 18294

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE 9/3/20 | REVISIONS PER C.O.F. COMMENTS DATED 8/14/20
PROJECT NO. 18294
DESIGNED BY: MWE/RCI | FN: SHEET02.DWG | VERT SCALE: N/A | HOR SCALE: N/A
DRAWN BY: MWE/RCI
CHECKED BY: KVM/RCI





BUILDING ELEVATIONS

SCALE: 1"=5'

FIRST FLOOR AREAS

UNIT 101 SQUARE FOOTAGE:	2,704
1ST FLOOR C.E. SQUARE FOOTAGE:	4,895
1ST FLOOR L.C.E. SQUARE FOOTAGE:	2,340

FIRST FLOOR PLAT

SCALE: 1"=5'

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
SECOND FLOOR

9/3/20
MES# 18294

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

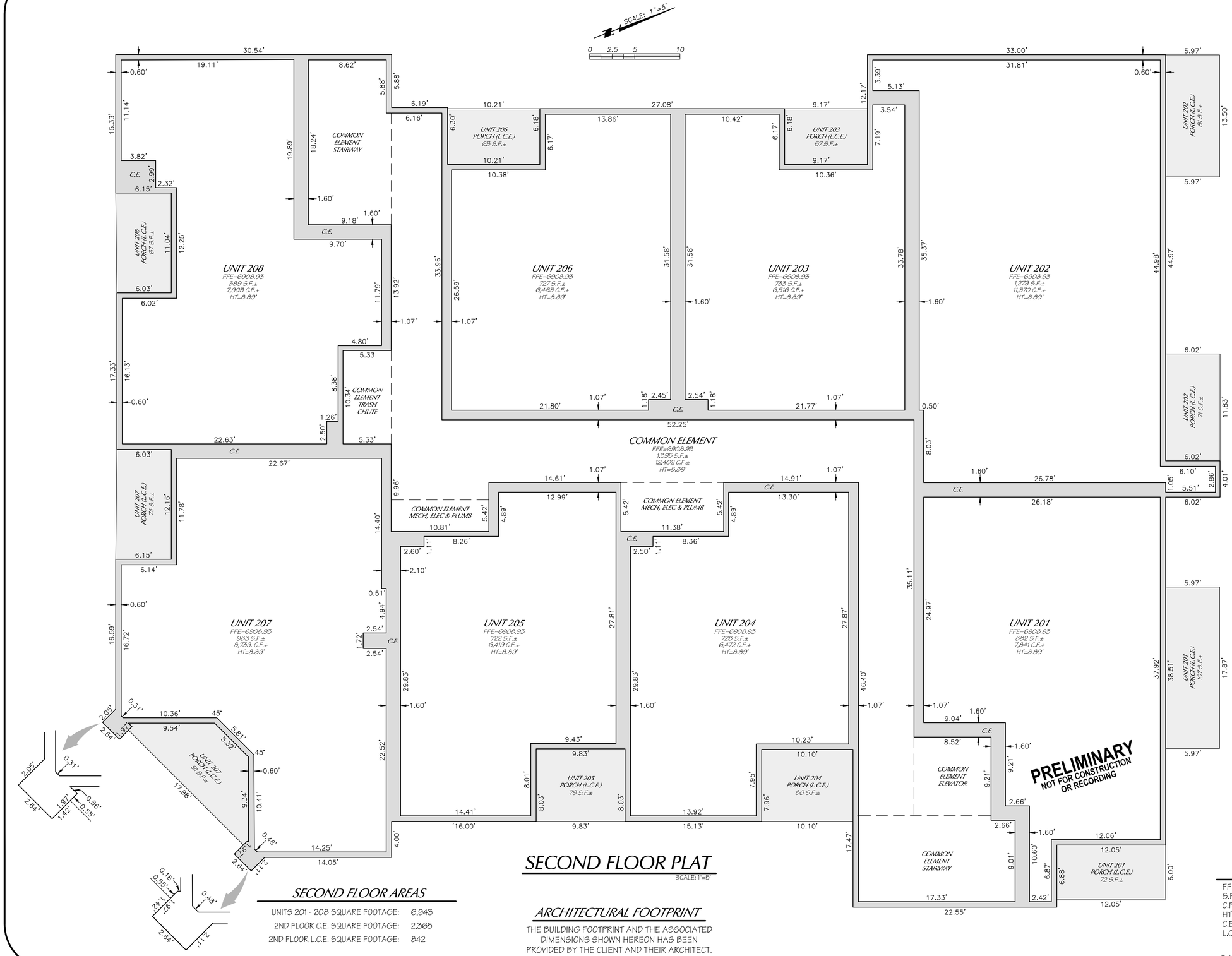
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

REVISIONS: PER C.O.F. COMMENTS DATED 8/14/20

PROJECT NO. 18294
FN: SHEET03.DWG
VERT SCALE: N/A
HOR SCALE: 1"=5'

DATE: 9/3/20
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH

COF PROJECT # PZ-18-00194



SECOND FLOOR PLAT

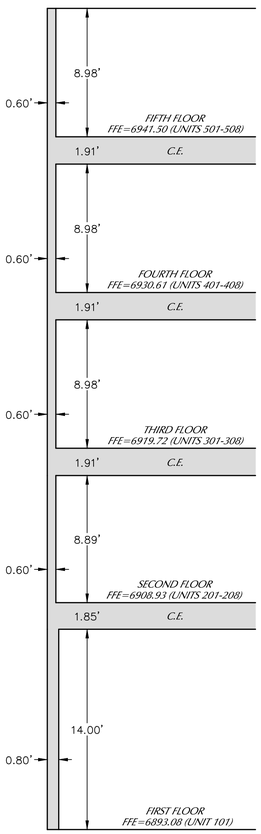
SCALE: 1"=5'

SECOND FLOOR AREAS

UNITS 201 - 208 SQUARE FOOTAGE:	6,943
2ND FLOOR C.E. SQUARE FOOTAGE:	2,365
2ND FLOOR L.C.E. SQUARE FOOTAGE:	842

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.



BUILDING ELEVATIONS

SCALE: 1"=5'

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

SHEET NO. 4 OF 8

COF PROJECT # PZ-18-00194

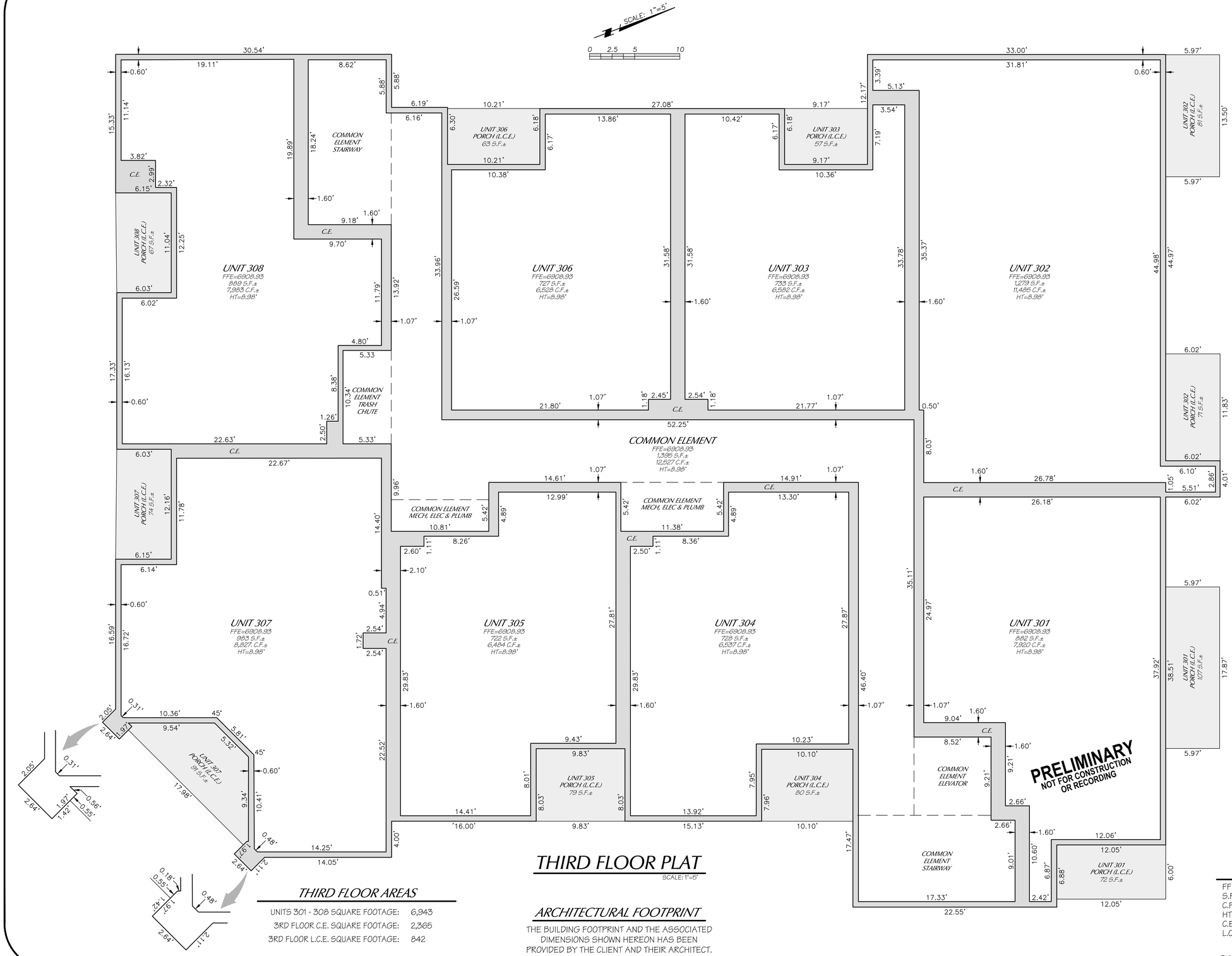
Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
SECOND FLOOR

9/3/20
MES# 18294

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 9/3/20
DESIGNED BY: MWE
DRAWN BY: MWE
CHECKED BY: KVH
PROJECT NO: 18294
FN: SHEET04.DWG
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS: PER C.O.F. COMMENTS DATED 8/14/20

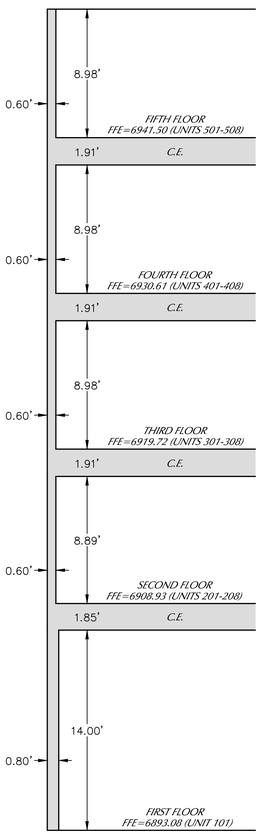


THIRD FLOOR PLAT

SCALE: 1"=5'

BUILDING ELEVATIONS

SCALE: 1"=5'



THIRD FLOOR AREAS

UNITS 301 - 308 SQUARE FOOTAGE:	6,943
3RD FLOOR C.E. SQUARE FOOTAGE:	2,365
3RD FLOOR L.C.E. SQUARE FOOTAGE:	842

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

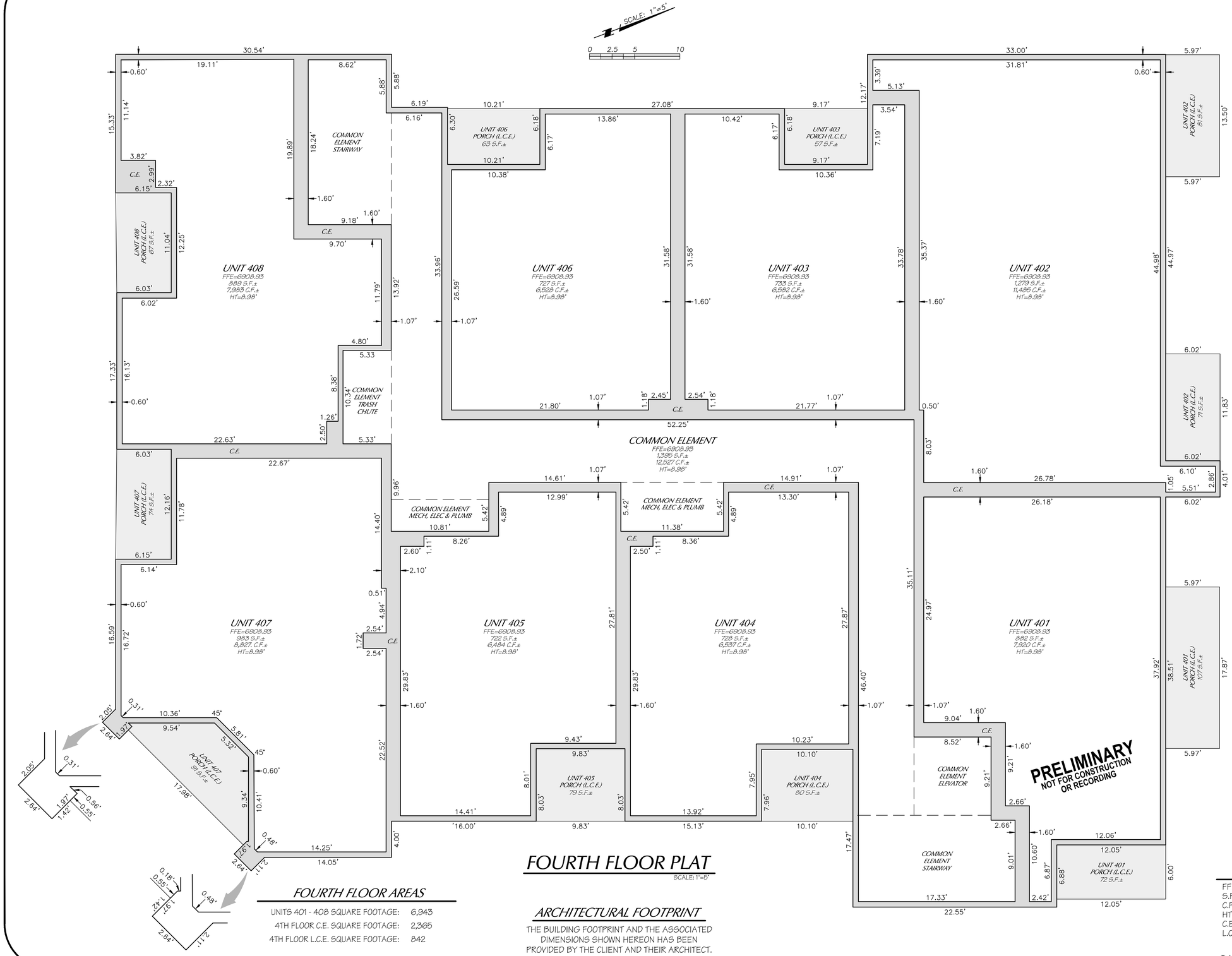
MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
THIRD FLOOR

9/3/20
MES# 18294

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 9/3/20
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH
PROJECT NO. 18294
FN: SHEET05.DWG
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS PER C.O.F. COMMENTS DATED 8/14/20

COF PROJECT # PZ-18-00194

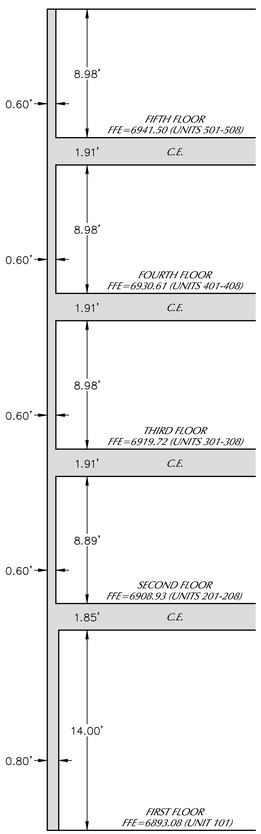


FOURTH FLOOR PLAT

SCALE: 1"=5'

BUILDING ELEVATIONS

SCALE: 1"=5'



FOURTH FLOOR AREAS

UNITS 401 - 408 SQUARE FOOTAGE:	6,943
4TH FLOOR C.E. SQUARE FOOTAGE:	2,365
4TH FLOOR L.C.E. SQUARE FOOTAGE:	842

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 6 OF 8

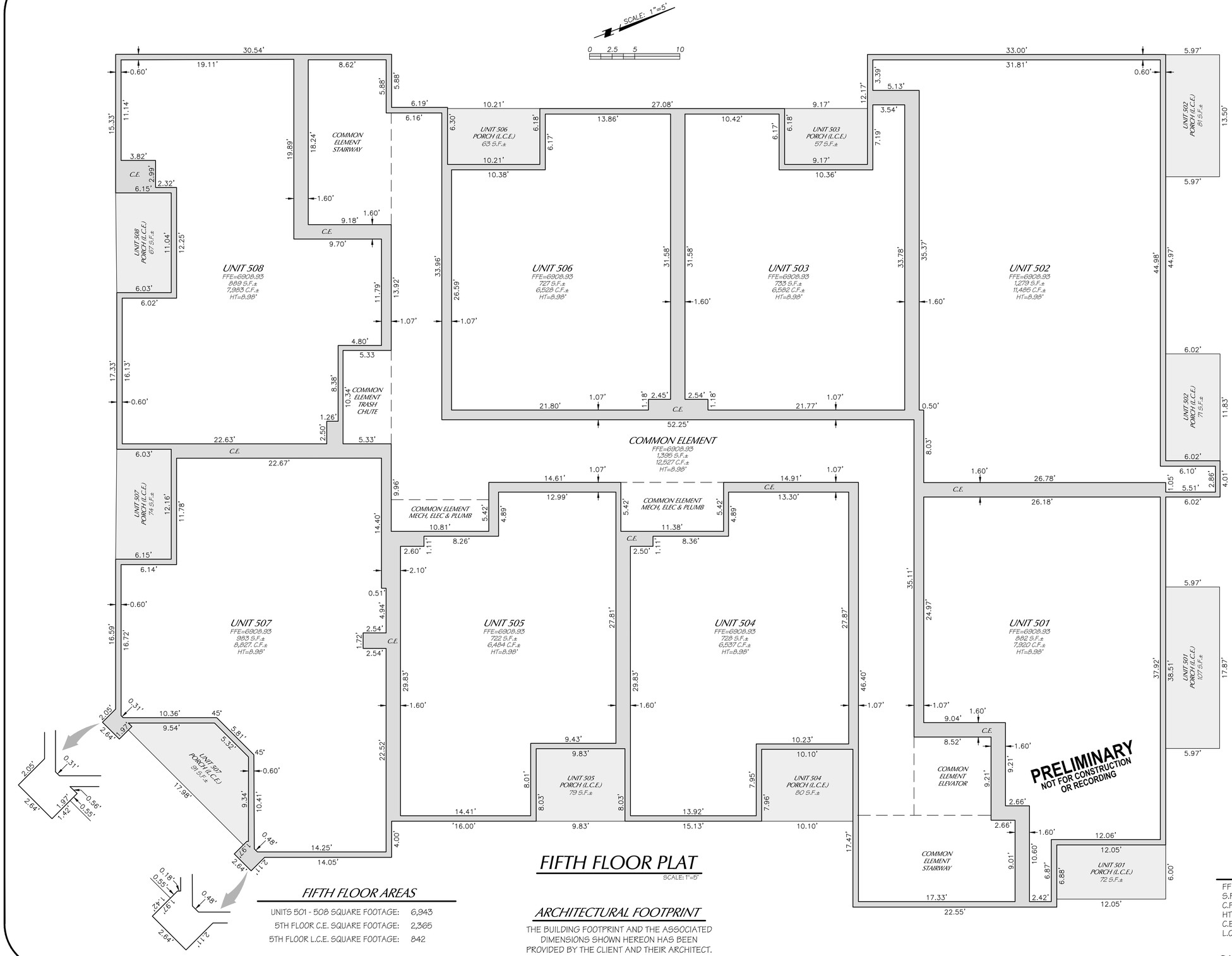
COF PROJECT # PZ-18-00194

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
FOURTH FLOOR

9/3/20
MES# 18294

DATE: 9/3/20
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH
PROJECT NO. 18294
FN: SHEET06.DWG
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS PER C.O.F. COMMENTS DATED 8/14/20



FIFTH FLOOR PLAT

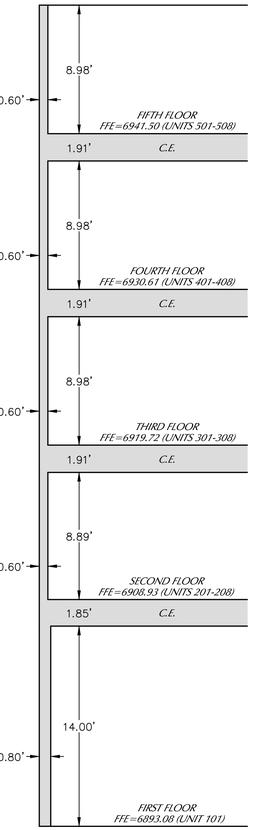
SCALE: 1"=5'

FIFTH FLOOR AREAS

UNITS 501 - 508 SQUARE FOOTAGE:	6,943
5TH FLOOR C.E. SQUARE FOOTAGE:	2,365
5TH FLOOR L.C.E. SQUARE FOOTAGE:	842

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.



BUILDING ELEVATIONS

SCALE: 1"=5'

ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 7 OF 8

COF PROJECT # PZ-18-00194

MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
FIFTH FLOOR

9/3/20
MES# 18294

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 9/3/20
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH
FN: SHEET07.DWG
VERT SCALE: N/A
HOR SCALE: 1"=5'
PROJECT NO. 18294
REVISIONS PER C.O.F. COMMENTS DATED 8/14/20

AASHTO: CASE D - INTERSECTIONS WITH TRAFFIC SIGNAL CONTROL
BEAVER ST. and BUTLER AVE. INTERSECTION

AT SIGNALIZED INTERSECTIONS, THE FIRST VEHICLE STOPPED ON ONE APPROACH SHOULD BE VISIBLE TO THE DRIVER OF THE FIRST VEHICLE STOPPED ON EACH OF THE OTHER APPROACHES. LEFT TURNING VEHICLES SHOULD HAVE SUFFICIENT SIGHT DISTANCE TO SELECT GAPS IN ONCOMING TRAFFIC AND COMPLETE LEFT TURNS. APART FROM THESE SIGHT CONDITIONS, THERE ARE GENERALLY NO OTHER APPROACH OR DEPARTURE SIGHT TRIANGLES NEEDED FOR SIGNALIZED INTERSECTIONS. SIGNALIZATION MAY BE AN APPROPRIATE CRASH COUNTERMEASURE FOR HIGHER VOLUME INTERSECTIONS WITH RESTSRICTED SIGHT DISTANCE THAT HAVE EXPERIENCED A PATTERN OF SIGHT-DISTANCE RELATED CRASHES.

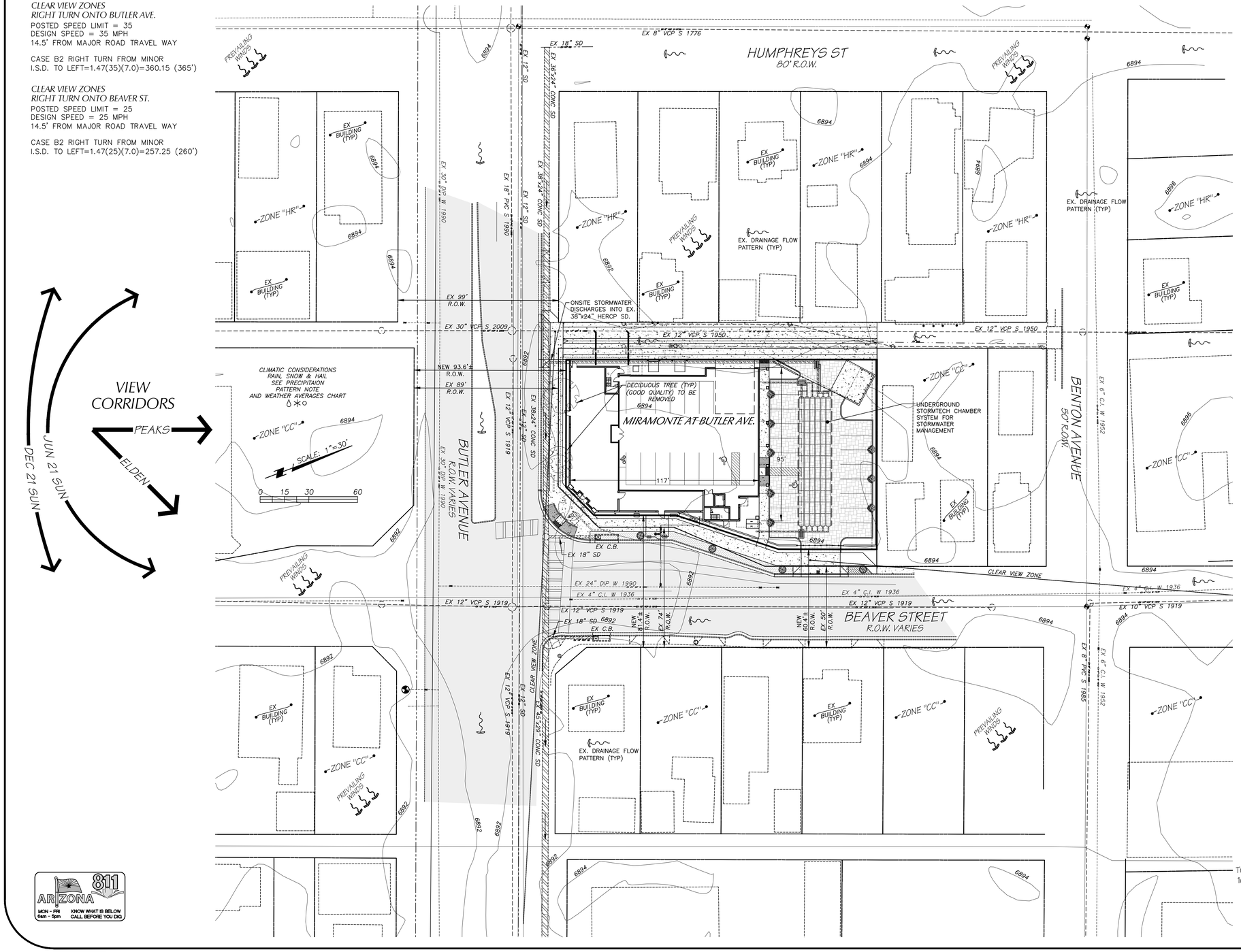
CLEAR VIEW ZONES
RIGHT TURN ONTO BUTLER AVE.
POSTED SPEED LIMIT = 35
DESIGN SPEED = 35 MPH
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B2 RIGHT TURN FROM MINOR
I.S.D. TO LEFT=1.47(35)(7.0)=360.15 (365')

CLEAR VIEW ZONES
RIGHT TURN ONTO BEAVER ST.
POSTED SPEED LIMIT = 25
DESIGN SPEED = 25 MPH
14.5' FROM MAJOR ROAD TRAVEL WAY

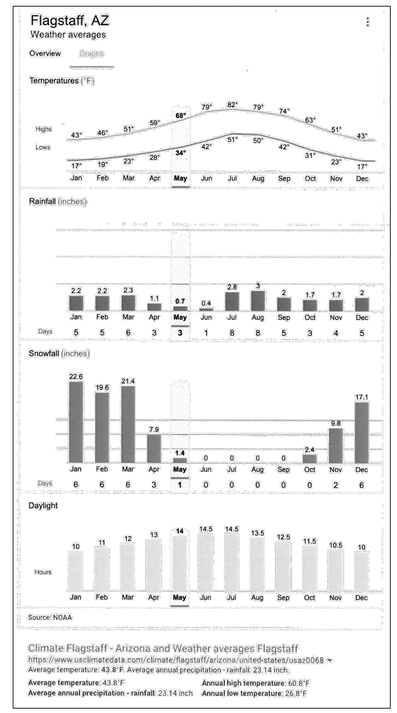
CASE B2 RIGHT TURN FROM MINOR
I.S.D. TO LEFT=1.47(25)(7.0)=257.25 (260')

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING



VIEW CORRIDORS
DEC 21 SUN
JUN 21 SUN
PEAKS
ELDEN

WEATHER AVERAGES CHART



SLOPES

THERE ARE NO SLOPES REQUIRED TO BE PROTECTED WITHIN THE PROJECT AREA

PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM, BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED JAN. 3, 2019)

NOTE

THE INFORMATION SHOWN HEREON IS BASED ON BOUNDARY & TOPOGRAPHIC SURVEYS PERFORMED BY APEX LAND SURVEYS, JOB No. 10-05-18RR, DATED 10/19 & 10/24, 2018 AND CITY OF FLAGSTAFF G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

ARIZONA 811
MON - FRI 6am - 5pm
KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 8 OF 8
COF PROJECT # PZ-18-00194

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

MIRAMONTE AT BUTLER AVENUE
PRELIMINARY PLAT
AREA MAP
9/3/20
MES# 18294

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE 9/3/20 | PROJECT NO. 18294 | REVISIONS PER C.O.F. COMMENTS DATED 8/14/20
DESIGNED BY: MKE | FN: SHEET08.DWG | VERT SCALE: N/A
DRAWN BY: MKE | HOR SCALE: 1"=30'
CHECKED BY: KVH

Miramonte at Butler Ave.

Preliminary Plat Approval Request

City Council | November 3, 2020

Genevieve Pearthree | Planning Development Manager

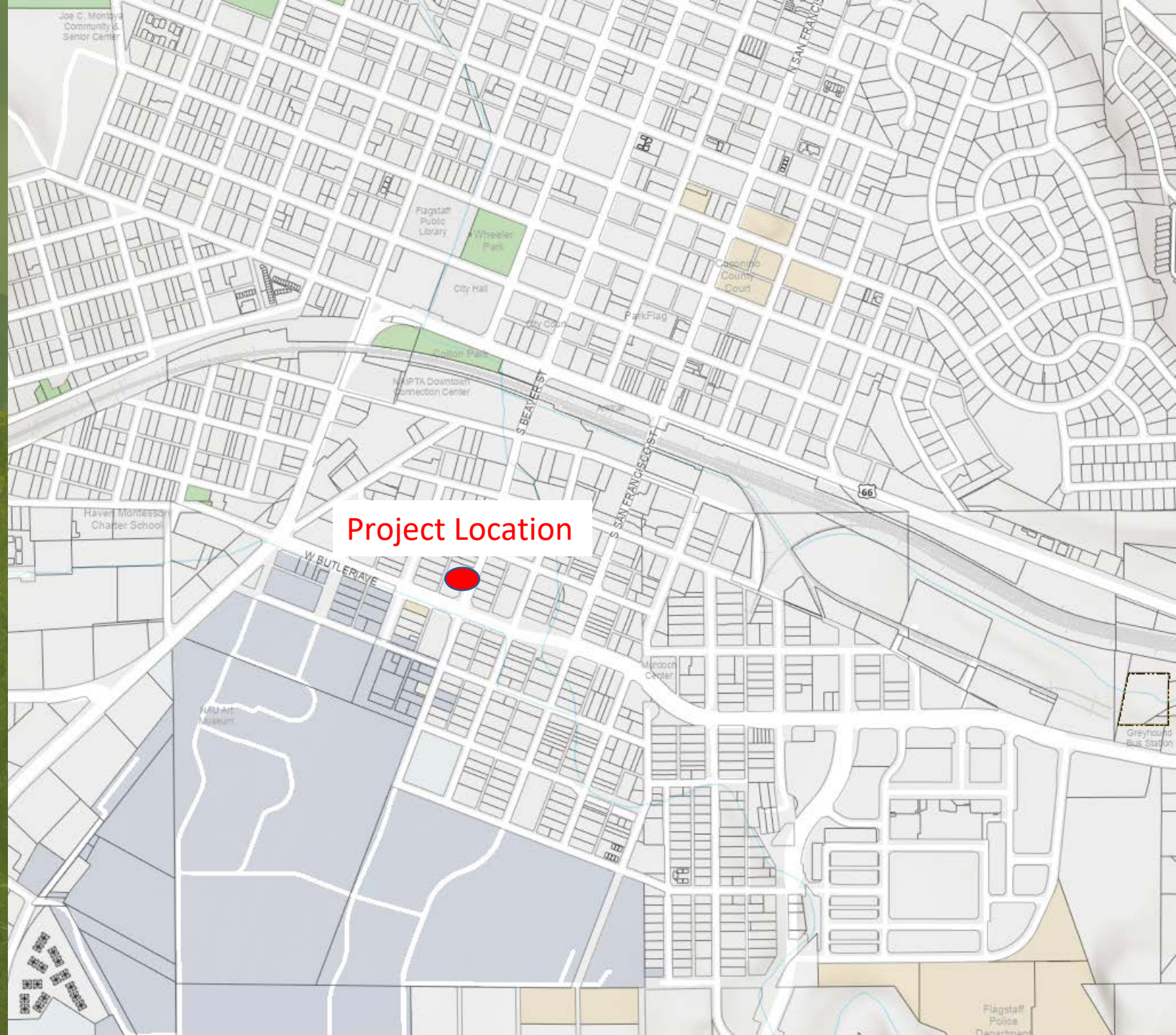
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from Miramonte Beaver, LLC for **Preliminary Plat approval** for a 32-unit residential condominium subdivision with a ground floor restaurant space on 0.54 acres at 207 S. Beaver St. in the T5 Main Street Transect Zone
- **Condominium plat creates individually owned units**
  - Turns residential units (apartments) into condos
  - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and porches)

Vicinity Map

207 S. Beaver St.



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Development Overview

- 32 residential units: 1BR/1BA, 2BR/2BA, 3BR/2BA
  - One ground-floor restaurant space: 2,704 sq. ft.
- **Development already approved** (meets City Code, permitted by right)
  - Site Plan approved August 2019
  - Site Plan Modification approved October 2019
  - Civil Engineering Plans approved April 2020
  - Building Permits to be submitted October 2020
- **Focus of Preliminary Plat development request:** owner wants to create a condominium project to enable individually-owned units

Miramonte at Butler Ave. Preliminary Plat

TEAM FLAGSTAFF
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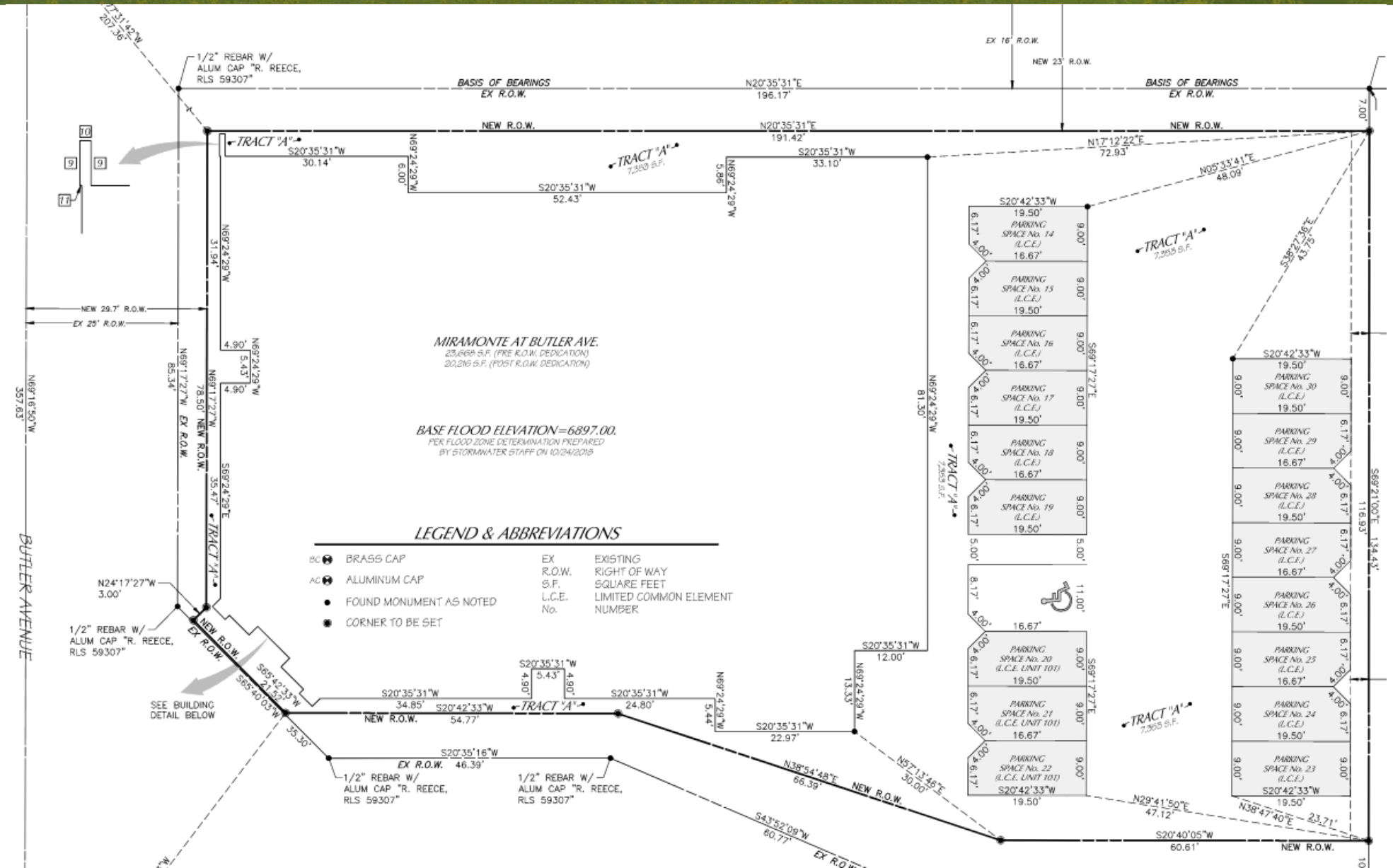
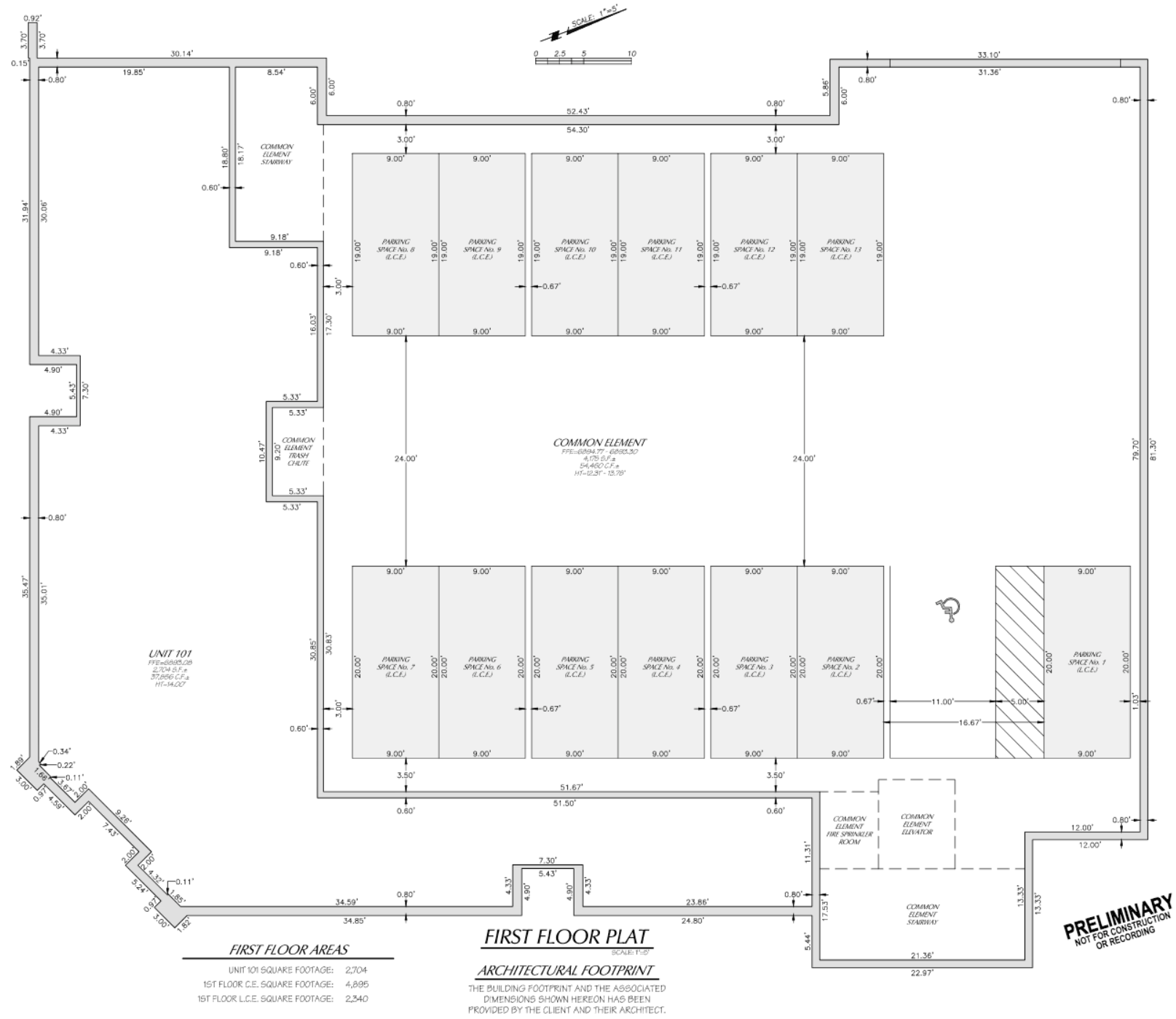


Floor Plans

First Floor



FIRST FLOOR AREAS

UNIT 101 SQUARE FOOTAGE:	2,704
1ST FLOOR C.E. SQUARE FOOTAGE:	4,895
1ST FLOOR L.C.E. SQUARE FOOTAGE:	2,340

FIRST FLOOR PLAT

SCALE: 1"=5'

ARCHITECTURAL FOOTPRINT

THE BUILDING FOOTPRINT AND THE ASSOCIATED DIMENSIONS SHOWN HEREON HAS BEEN PROVIDED BY THE CLIENT AND THEIR ARCHITECT.

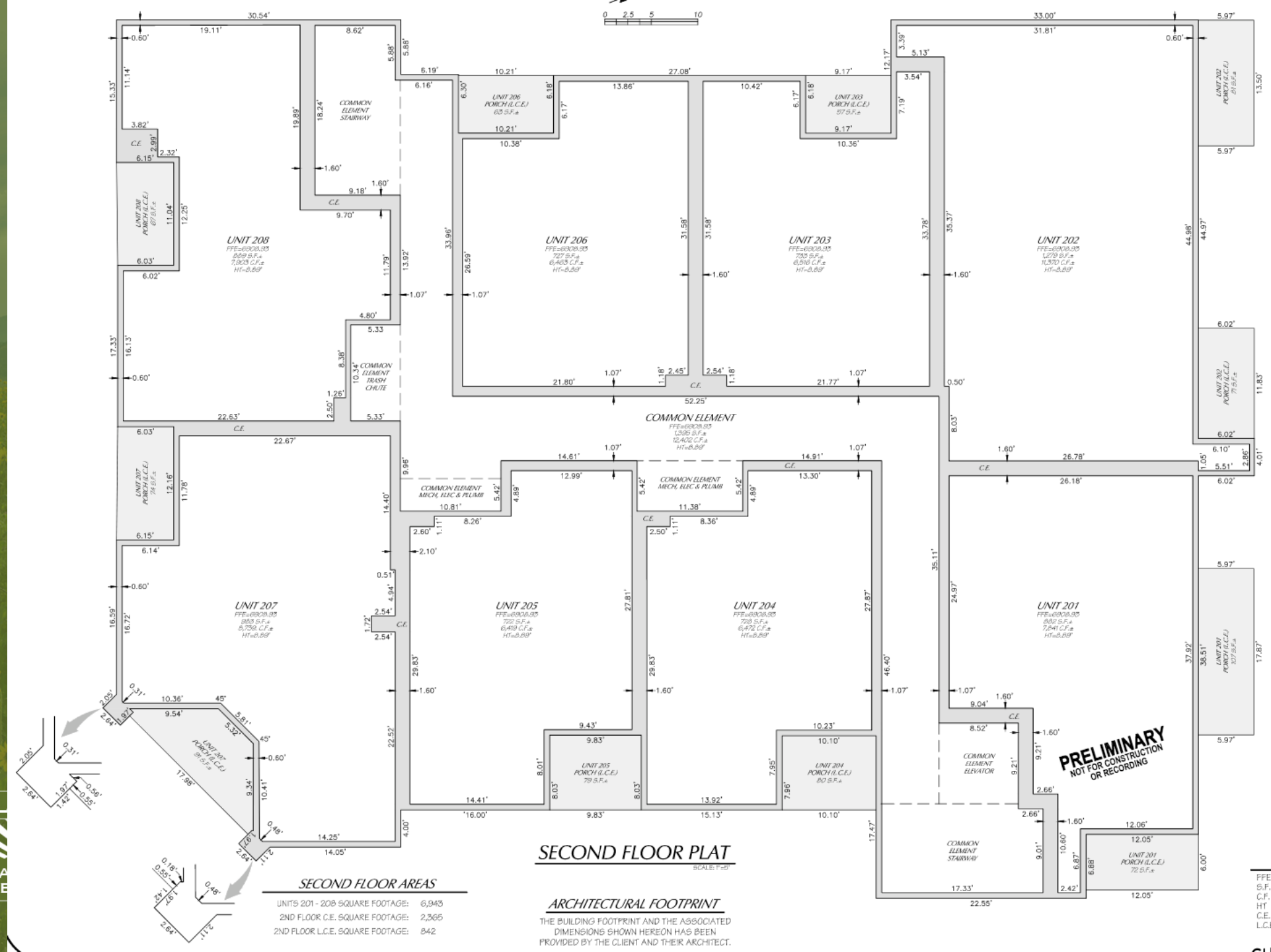
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Floor Plans

Second Floor

(Floors 3-5 have the same layout)



Building Elevations
(for reference only)

Building Elevations
(for reference only)

Required Finding #1

Meets Zoning Code (Title 10) Standards

- **T5 Main Street Transect Zone, Commercial Block Building, Shopfront Frontage**
  - Meets requirements for height, setbacks, form, materials, etc.
- **Pedestrian and Bicycle Circulation Systems**
  - Sidewalk improvements along Butler Ave. and Beaver St.
- **Parking and Automobile Access**
  - 19 spaces are required; 32 are provided
  - Access to site from driveway off Beaver St. and alley off Butler Ave.
- **Landscaping**
  - Final plan approved with Civil Engineering Plans
  - Development will meet requirements for 18 trees, 36 shrubs, 36 groundcovers

Required Finding #2

Meets Engineering Standards (Title 13)

- **Development Engineering:** dedicating ROW to provide 8’ sidewalk + street trees, expand and pave alley
- **Traffic Impact Analysis:** not required (anticipated traffic counts did not meet TIA threshold)
- **Water/Sewer Impact Analysis:** No off-site improvements required (existing water and sewer are adequate)
- **Stormwater:** building is elevated/floodproofed, providing underground chambers in parking lot to capture stormwater

Required Finding #3

Meets Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Meets Preliminary Plat procedures, application requirements
- Meets Subdivision Standards and Regulations
- Meets Minimum Required Subdivision Improvements (identified in impact analyses)

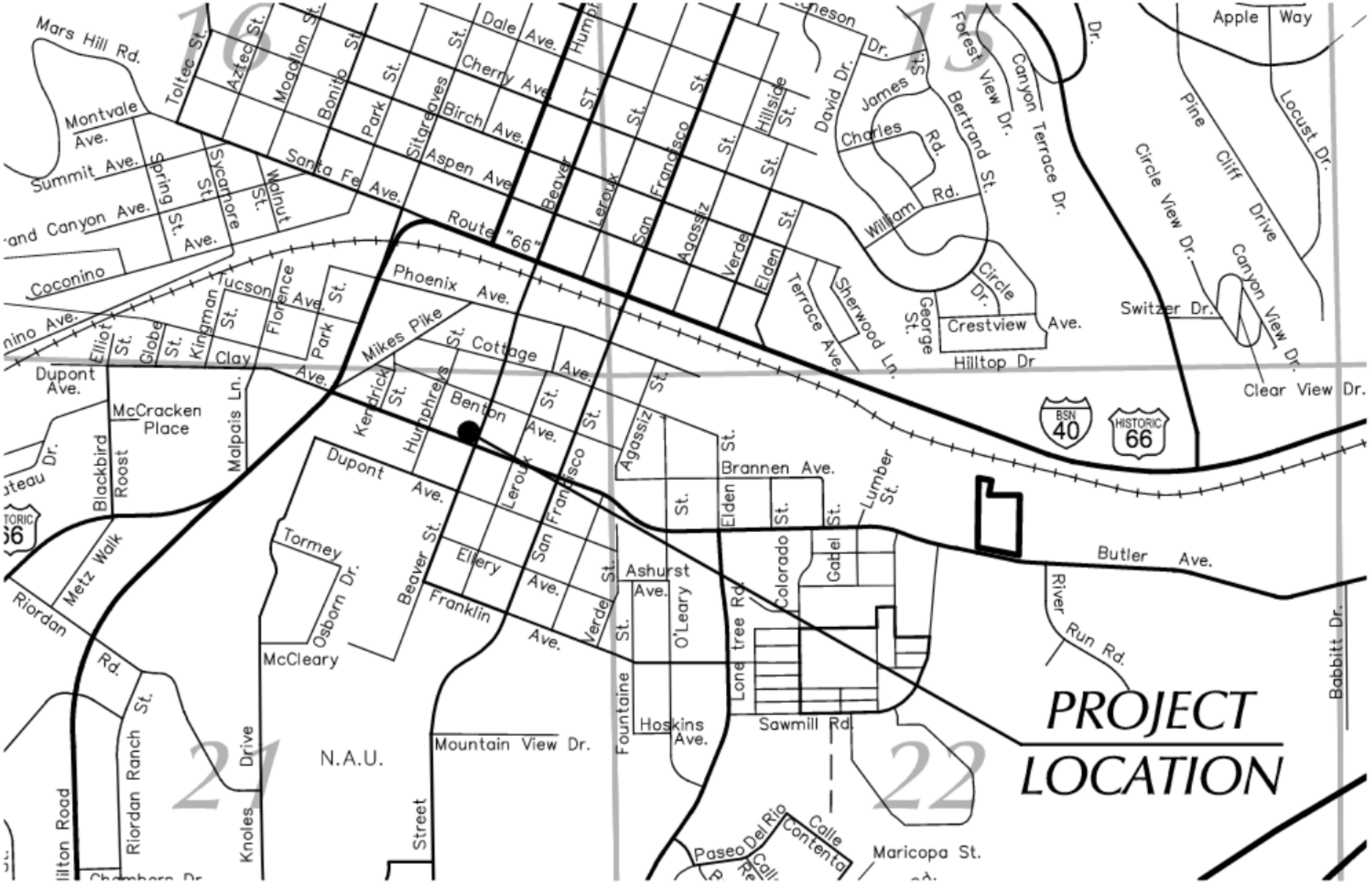
Findings and Recommendation

Required Findings

- Staff and Planning and Zoning Commission have found **the Preliminary Plat meets the requirements** of:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

- Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval (5-0 vote), the **City Council approve the Preliminary Plat**



VICINITY MAP

Miramonte at Butler Avenue
Landscape Plan

THE SOUTHERLY 21 FEET OF LOT 5, ALL OF LOTS 6 & 7, AND THE REMAINDER OF LOTS 8-12 IN BLOCK 118 OF THE REMAINDER OF LOTS 8-12 IN BLOCK 118 OF THE NORMAL SCHOOL ADDITION TO THE CITY OF FLAGSTAFF AND LOCATED IN THE NE 1/4 OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST,G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS & UTILIZE PASSIVE RAINWATER HARVESTING.

NOTES:

1. ROOF RUNOFF COLLECTED IN GUTTERS/DOWNSPOUTS WILL PASSIVELY IRRIGATE AT-GRADE LANDSCAPING
2. ALL LANDSCAPING INSTALLED PER CITY OF FLAGSTAFF LANDSCAPE STANDARDS SECTION 10-50.60

PROJECT INFORMATION

PROJECT NAME:	MIRAMONTE AT BUTLER AVENUE
PROJECT LOCATION:	207 SOUTH BEAVER STREET
APNs:	103-07-011, 012B, 012C, 013A, 014B
TOTAL SQUARE FOOTAGE:	23,668 SQUARE FEET
TOTAL ACREAGE:	0.54 ACRES
CURRENT ZONING DISTRICT:	T5 MAIN STREET
PROPOSED ZONING DISTRICT:	T5 MAIN STREET
TOTAL NUMBER OF RESIDENTIAL:	32 UNITS
DENSITY:	58.9 UNITS/ACRE
HEIGHT:	5 STORIES
CURRENT USE:	VACANT
DEVELOPER:	MIRAMONTE HOMES
	102 S. MIKES PIKE ST.
	FLAGSTAFF, AZ 86001
	928-774-0028

LANDSCAPE NOTES

1. ALL MAINTENANCE SHALL BE PERFORMED PER FLAGSTAFF CITY CODE SECTION 10-50.60.080
2. MAINTENANCE SHALL BE PERFORMED ON A MONTHLY BASIS AS FOLLOWS:
   A. PRUNING AND CLIPPING FOR PEDESTRIAN VEHICULAR ACCESS.
   B. REPLACEMENT OF DEAD AND UNHEALTHY PLANTS WITH PLANTS OF THE SAME SIZE AND TYPE.
   C. REPLACEMENT OF ERODED OR WASHEDOUT D.G. WITH SAME.
   D. MAINTENANCE OF IRRIGATION SYSTEM.
3. CRUSHED STONE SHALL BE INSTALLED TO A 4" DEPTH OVER ALL PLANTERS OVER A GEOTEXTILE WEED BARRIER.
   RIGHTS OF WAY .
4. ASSURE LANDSCAPE INSTALLATION IS IN ACCORDANCE WITH THE OF SECTION 13-18-004 OF THE COF ENGINEERING STDS..
5. ALL PLANTS SELECTED ARE NATIVE DROUGHT TOLERANT PER CITY OF FLAGSTAFF LANDSCAPE CODE.

IRRIGATION NOTES

1. MAINLINE & VALVE LOCATIONS SHOWN FOR CLARITY LOCATE IN PLANTER AREAS AND WITHIN PROJECT BOUNDARY.
2. ALL MAINLINE SHOWN IS CL200 PVC.. ALL POLY SHOWN IS 1/2". INSTALL TRACER WIRE AT ALL MAINLINES.
3. INSTALL ALL PIPE BENEATH WALKS AND PAVING WITHIN A SCH 40 PVC SLEEVE 2 SIZES LARGER THAN IRRIGATION PIPE (PVC AND POLYETHYLENE (PE)).
4. SEE CIVIL DWG. FOR WATER SOURCE SIZE & LOCATION PROVIDE METER PER WATER CO. REQ'S.
5. IRRIGATION DESIGN PRESSURE 30 PSI FOR SYSTEM. CONTRACTOR SHALL VERIFY EXIST. WATER PRESSURE AT VALVE & NOTIFY LANDSCAPE ARCHITECT OF DISCREPANCIES. BETWEEN EXISTING & DESIGN PRESSURE PRIOR TO CONTINUING WORK.
6. ELECTRIC POWER TO THE CONTROLLER IS SUPPLIED BY ELECTRICAL CONTRACTOR IN LOCATIONS SHOWN.
7. COORDINATE WITH ELECTRICAL CONTRACTOR FOR POWER SOURCE.
8. EACH CONTROLLER TO BE EQUIPPED WITH RAIN SHUT OFF SENSOR AND MOISTURE SENSOR.

CALCULATIONS

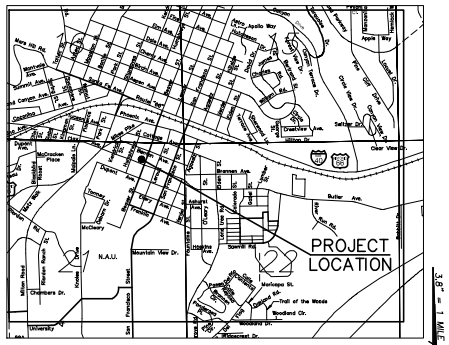
STREET BUFFER:	472 LF/25 = 0 TREES* (NOT REQUIRED IN T5 MAIN STREET) 4 TREES PROVIDED
PERIPHERAL BUFFER:	134 LF/25 = 0 TREES* (NOT REQUIRED IN T5 MAIN STREET) 6 TREES PROVIDED
BUILDING FOUNDATIONS (PER BLDING):	449 LF/25 = 0 TREES (NOT REQUIRED IN T5 MAIN STREET) 6 TREES PROVIDED
PARKING AREAS:	30 SPACES *30 SF = 540 SF PER COF CODE TABLE 10-50.60.040.A
AREA OF LANDSCAPING REQUIRED:	540 SF
NORTH BEAVER STREET	119 SF
SOUTH BEAVER STREET	172 SF
DUMPSTER AREA	202 SF
ALLEY	98 SF
AREA OF LANDSCAPING PROVIDED	591 SF
NEW TREES PROVIDED:	16
NEW SHRUBS PROVIDED:	28
NEW GROUNDCOVER PROVIDED:	19
EXISTING TREES REMOVED:	8

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	QTY.
TREES					
	ACER FREEMANII	AUTUMN BLAZE MAPLE		6' HT.	2
	CERCIS OCCIDENTALIS	WESTERN REDBUD		6' HT.	7
	FRAXINUS VELUTINA	ARIZONA ASH	NATIVE	15 G.C.	3
	GLEDITSIA TRIACANTHUS 'INERMIS'	HONEY LOCUST		6' HT	6
SHRUBS					
	ARCTOSTAPHYLOS PUNGENS	MANZANITA	NATIVE	1 G.C.	4
	BERBERIS FREMONTII	FREMONT BARBERRY	NATIVE	1 G.C.	7
	JUNIPERUS CHINENSIS	SEA GREEN JUNIPER		5 G.C.	16
	MAHONIA AQUIFOLIUM	OREGON GRAPE		5 G.C.	3
GROUND COVERS AND ACCENTS					
	ARABIS CAUCASICA	WALL ROCKCRESS		1 G.C.	6
	CALYLOPHUS HARTWEGII	SIERRA SUNDROP		1 G.C.	13

IRRIGATION EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION	SPECIFICATION	QUANTITY
	CONTROLLER	RAINBIRD ESP--SMT -- WALL MOUNT 4 STA.	1
	BACKFLOW PREVEVTER	FEBCO 825Y 3/4"	1
	DRIP VALVE ASSEMBLY	RAINBIRD XCZ-075-PRF	2
	TREE EMITTER	RAINBIRD XB-10-6	18
	SHRUB EMITTER	RAINBIRD XB-10-6	49



VICINITY MAP
SCALE: 3.8" = 1 MILE

CITY OF FLAGSTAFF LANDSCAPE NOTES

ADJACENT SITE IMPROVEMENTS, PAVEMENT CONSTRUCTION, IRRIGATION INSTALLATION AND FINISH GRADING SHALL BE COMPLETED PRIOR TO PLANTING WORK. DO NOT PLANT WHEN CONDITIONS ARE NOT SUITABLE FOR DIGGING, MIXING, RAKING AND/OR GRADING. PLANTING NEEDS TO OCCUR DURING THE MONTHS THAT IRRIGATION SYSTEMS ARE IN OPERATION. THEREFORE, PLANTING MAY OCCUR BETWEEN APRIL 1ST AND SEPTEMBER 30TH.

A. TREE AND SHRUB INSTALLATION.

1. SOIL EXCAVATED FROM THE PLANTING PIT SHALL BE TYPICALLY CONSIDERED ACCEPTABLE AS BACKFILL MATERIAL FOR PLANTING.
2. ALL CONTAINERS SHALL BE REMOVED PRIOR TO PLANT INSTALLATION IN A MANNER THAT DOES NOT DISTURB THE POTTED SOIL OR ROOT BALL.
3. SET THE ROOT BALL ON SIX (6) INCHES OF FIRM PLANTING SOIL. PLUMB AND IN THE CENTER OF THE PIT WITH THE ROOT BALL CROWN SLIGHTLY ABOVE THE SAME ELEVATION AS ADJACENT FINISHED LANDSCAPE GRADES. REMOVE ANY WIRE, TWINE, BURLAP, OR OTHER MATERIAL FROM THE UPPER ONE-THIRD (1/3) OF THE ROOT BALL OF BALLED AND BURLAPPED STOCK. WIRE BASKETS AND SYNTHETIC BURLAP SHALL BE COMPLETELY REMOVED AFTER THE ROOT BALL HAS BEEN PLACED IN ITS FINAL LOCATION.
4. ONCE PLANT IS SET, PLACE BACKFILL MATERIAL AROUND BASE AND SIDES OF ROOT BALL AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS. WHEN BACKFILLING IS TWO-THIRDS (2/3) COMPLETE, WATER THOROUGHLY. PLACE THE REMAINDER OF THE (REVISED 10/17) TITLE 13 - PAGE 75 BACKFILL AND REPEAT WATERING UNTIL NO MORE IS ABSORBED. PLACE THE FINAL LAYER OF BACKFILL AND WATER.
5. ALL DECIDUOUS TREES SHALL BE WRAPPED FROM THE GROUND LINE UP TO AND INCLUDING THE FIRST PRIMARY CROTCH FORMED BY THE FIRST MAJOR BRANCH. WRAPPING SHALL BE DONE AFTER THE PLANT HAS BEEN INSTALLED.
6. TWO (2) TO THREE (3) INCHES OF SPECIFIED MULCH SHALL BE PLACED IN THE AREA DISTURBED BY EXCAVATION OF THE PLANTING WELL.

B. GROUND COVER INSTALLATION.

1. PRIOR TO PLANTING ACTIVITIES, COMPLETELY REMOVE EXISTING WEEDS, INCLUDING ROOTS. IMMEDIATELY PRIOR TO INSTALLATION, CULTIVATE GROUND COVER AREAS TO A DEPTH OF SIX (6) INCHES AND GRADE SMOOTHLY AND UNIFORMLY. PLANT GROUND COVER SO THE ROOT CROWN IS AT OR SLIGHTLY ABOVE THE BED'S FINISH GRADE. AFTER PLANTING OF GROUND COVER AND PRIOR TO MULCHING, SPREAD PRE-EMERGENT WEED CONTROL OVER PLANTING BED SOIL SURFACE IN ACCORDANCE WITH MANUFACTURER'S WRITTEN DIRECTIONS. INSTALL THE SPECIFIED MULCH TO A DEPTH OF TWO (2) INCHES OVER THE ENTIRE GROUND COVER BED.

C. LANDSCAPE COMPLETION

1. PRUNE DEAD OR DAMAGED BRANCHES. MAKING ALL CUTS AT BRANCH COLLAR. MAINTAIN THE NATURAL HABIT, SHAPE AND SPECIFIED SIZE. REMOVE ALL TAGS, LABELS, AND OTHER MATERIAL. (ORD. 2017-22, REP&REEN, 07/05/2017)

City of Flagstaff Engineerir
Civil Plan Approval

C.O.F Project Manager	Date
Dana Cole	04/13/2

The City approves these plans for concept only. All errors or omissions is the responsibility of the Design

01/30/20

CIVIL ENGINEER — DATE

BY SIGNING THESE PLANS THE EINGINEER OF THE GRADING PLANS CONFIRMS THAT THESE LANDSCAPE PLANS HAVE BEEN REVIEWED, IS AWARE OF THE SCOPE OF THE PROJECT, AND HAS IDENTIFIED AND ADDRESSED ANY POTENTIAL CONFLICT BETWEEN THE LANDSCAPING AND GRADING PLAN.

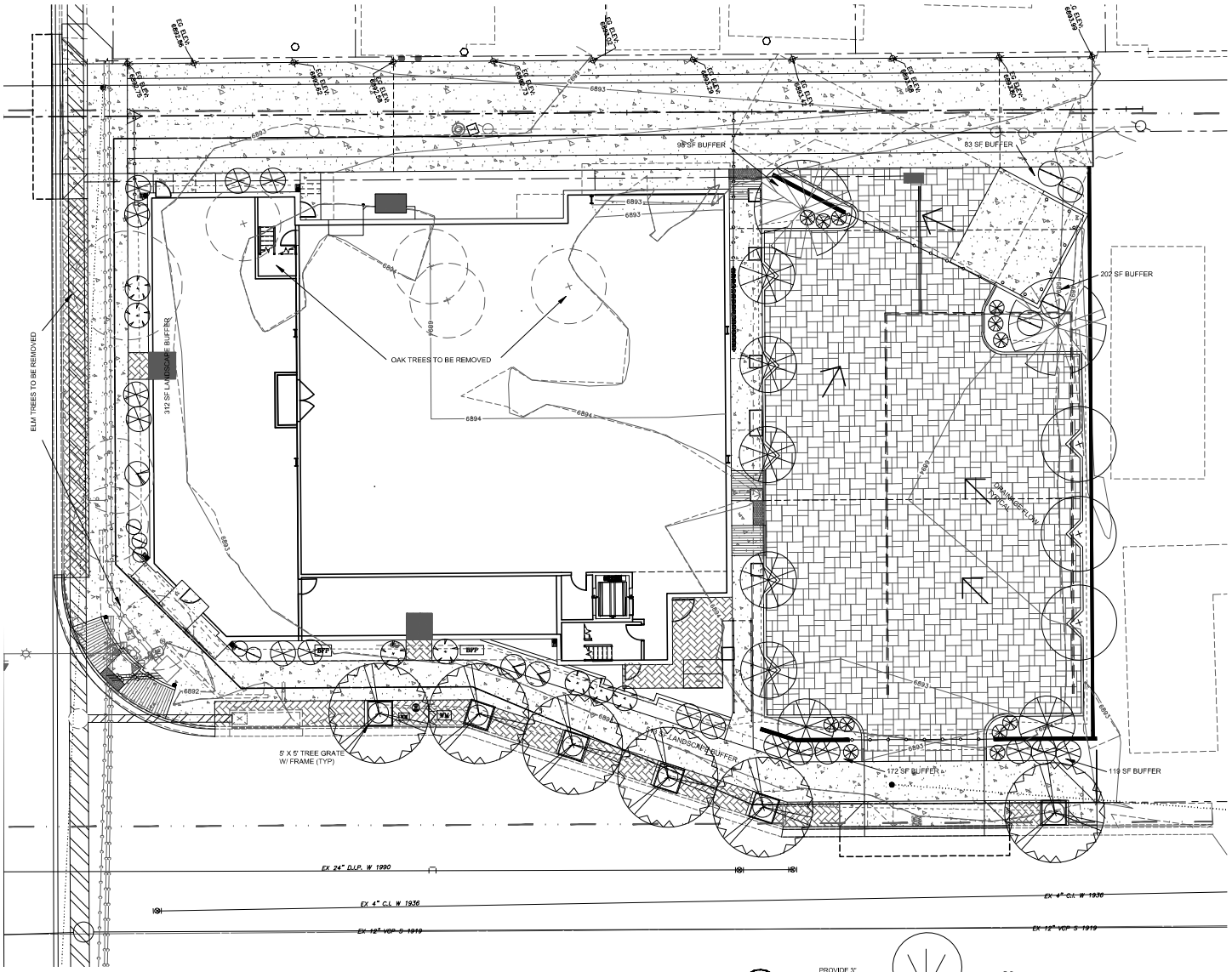
REGISTERED LANDSCAPE ARCHITECT — 12666 STEVE ACUNA — Expires 3/31/20

Miramonte at Butler Avenue

LANDSCAPE PLAN COVER SHEET

Acuña Coffeen
Landscape Architects
3532 N. Avenida Alber Tucson, Arizona 85745
(520) 441-2754

L1 OF 3



LANDSCAPE PLAN

1"=10'

PLANT LIST		
KEY	BOTANICAL NAME	COMMON NAME
TREES		
	ACER FREEMANII	AUTUMN BLAZE MAPLE
	CERCIS OCCIDENTALIS	WESTERN REDBUD
	FRAXINUS VELUTINA	ARIZONA ASH
	GLEDITSIA TRIACANTHUS 'INERMIS'	HONEY LOCUST
SHRUBS		
	ARCTOSTAPHYLOS PUNGENS	MANZANITA
	BERBERIS FREMONTII	FREMONT BARBERRY
	JUNIPERUS CHINENSIS	SEA GREEN JUNIPER
	MAHONIA AQUIFOLIUM	OREGON GRAPE
GROUND COVERS AND ACCENTS		
	ARABIS CAUCASICA	WALL ROCKCRESS
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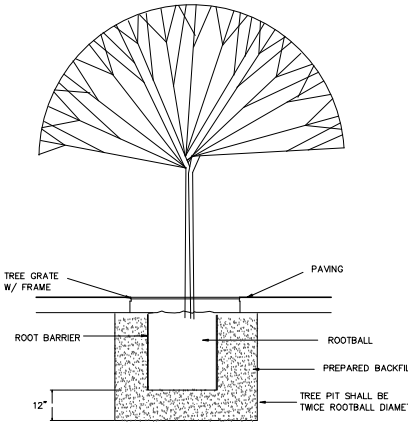
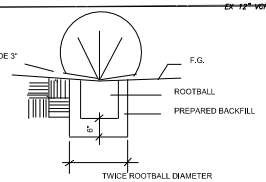


2 TREE PLANTING DETAIL

NTS

INSTALL ROOT BARRIER FOR ALL STREET & PARKING LOT TREES ROOT BARRIER SHALL BE A 24" LINEAR BARRIER AS MANUFACTURED BY DEEP ROOT OR EQUAL. INSTALL ALL FOUR SIDES

TREE GRATES TO BE 5'X5' W/ FRAMES AS AS MANUFACTURED BY NEENAH FOUNDRY OR EQUAL



1 SHRUB PLANTING DETAIL

NTS

City of Flagstaff Engineering Civil Plan Approval

C.O.F Project Manager	Date
Dana Cole	04/13/2020

The City approves these plans for concept only. All liability for errors or omissions is the responsibility of the Design Engineer.

REGISTERED LANDSCAPE ARCHITECT 12666 STEVE ACUNA Expires 3/31/20

Miramonte at Butler Avenue

LANDSCAPE PLAN

Acuña Coffeen Landscape Architects
3532 N. Avenida Alba Tucson, Arizona 85745
(520) 441-2754

L2 OF 3

HORIZ.
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F.B.
DESIG
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CHKD
JOB N

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

Nate Reisner
Arizona Department of Transportation
Northcentral District Development Engineer
1959 S. Woodlands Village Blvd.
Flagstaff, Arizona 86001

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

A.D.O.T. Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: Not an approving agency outside of ADOT right of way. See further comments attached. For faster responses in the future send electronic documents.

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: Nathan D. Reisner **TITLE:** Development Eng. **DATE:** 8/18/202

August 18, 2020

Kent Hotsenpiller
Mogollon Engineering & Survey, Inc.
411 W. Santa Fe
Flagstaff, AZ 86001

Subject: Miramonte @ Butler Condominiums

Dear Mr. Hotsenpiller:

Continued development impacting the local roadway system will create saturation over time if not mitigated. ADOT does not have a policy in which we can require a developer not encroaching on ADOT's right of way to contribute to infrastructure improvements. In partnership, it is requested that local jurisdictions include a proportional share analysis detailing impact to ADOT jurisdictional roadways to assist in future infrastructure improvements caused by City development benefitting the overall local roadway system.

Sincerely,

Nathan D. Reisner

Nathan Reisner, P.E.
Northcentral District Development Engineer
1801 S. Milton Street
Flagstaff, AZ 86001

Mogollon ENGINEERING & SURVEYING INC

Coconino County Flood Control District
Coconino County Community Development
2500 N. Fort Valley Road
Flagstaff, Arizona 86001

July 22, 2020

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

County Flood Control and Community Development Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

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PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:

The proposed improvements are in the City of Flagstaff; therefore, Coconino County does not have jurisdiction.

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: John Carr TITLE: Engineering Supervisor DATE: July 28, 2020

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

Martin Conboy SEND VIA EMAIL
UniSource Energy Services
2901 W. Shamrell Blvd.
Flagstaff, Arizona 86005

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☒ Not Approved (provide appropriate comments below)

COMMENTS: Please reserve Tract A as a Public Utility Easement so that public utility companies such as UNS Gas, Inc. may be able to install facilities on the property in order to serve the property.

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: Martin Conboy TITLE: Gas Engineering Supervisor DATE: July 22, 2020

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

Megan McCarthy
Arizona Public Service
2200 East Huntington Drive
Flagstaff, Arizona 86004

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: MES #18294

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☒ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: PLEASE SEE ATTACHED

PLEASE RETURN VIA:

- ☒ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: Chad Brooks TITLE: CUSTOMER PROJECT REP DATE: 8-5-2020

aps

A subsidiary of Pinnacle West Capital Corporation

Station 4423
2200 E Huntington DR
Flagstaff, AZ 86004
www.aps.com

August 5, 2020,

Re: MIRAMONTE @ BUTLER CONDOMINIUMS

MOGOLLON ENGINEERING & SURVEYING INC.
411 W SANTA FE AVE,
FLAGSTAFF, AZ, 86001

Dear Nancy,

Thank you for your recent request for a utility conflict check. Please complete the attached Map Request, and e-mail it to the e-mail address on the form (mapprint@apsc.com). Once APS receives a completed Map Request, you should receive the map or maps by email within 5-7 business days.

The APS maps show facility locations adjacent to or within the property shown on the proposed plans we received from you. Please review these maps for possible conflicts. The utility locations are approximate only and are not reliable for construction purposes. It is important to note that there may be additional conflicts in existence due to recent construction that are not shown on the current maps you receive.

Please be advised that it is the responsibility of the customer to maintain proper clearances and blue stake prior to digging. For actual conditions, please contact the Arizona Blue Stake Center at 602-263-1100.

Also enclosed is APS's General Design Guidelines for Proposed Improvements in APS Transmission ROW Please review this document carefully.

If I can be of further assistance, please do not hesitate to call me at 602-371-5770. Further information is also available on the APS Construction Services at:

www.aps.com/construction

Sincerely,

Chad Brooks

Chad Brooks
Customer Project Representative
Flagstaff Construction

Enclosures

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

United States Postal Service
Address Information Specialist
2400 North Postal Blvd.
Flagstaff, Arizona 86004-9996

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

U.S. Postal Service Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ TITLE: _____ DATE: _____

Mogollon, Inc.
ENGINEERING & SURVEYING

July 22, 2020

Coconino County Health Development
2500 N. Fort Valley Road
Flagstaff, Arizona 86001

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

County Health Department Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

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- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ TITLE: _____ DATE: _____

Mogollon ENGINEERING & SURVEYING

July 22, 2020

Robert McBride
U.S.D.A. –Natural Resource Conservation Service
1611 S. Plaza Way
Flagstaff, Arizona 86001

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

Soil Conservation Service Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

School District Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

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- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ TITLE: _____ DATE: _____

Mogollon ENGINEERING & SURVEYING inc

July 22, 2020

Martin Conboy SEND VIA EMAIL
UniSource Energy Services
2901 W. Shamrell Blvd.
Flagstaff, Arizona 86005

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

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COMMENTS: _____

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- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon ENGINEERING & SURVEYING Inc

July 22, 2020

Manny Hernandez
Centurylink
112 N. Beaver Street
Flagstaff, Arizona 86001

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

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- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon ENGINEERING & SURVEYING INC

July 22, 2020

Richard Davis
Suddenlink
1601 S. Plaza Way
Flagstaff, Arizona 86001

PROJECT NAME: Miramonte @ Butler Condominiums
(Preliminary Plat)
PROJECT NUMBER: **MES #18294**

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **August 15, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
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COMMENTS: _____

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- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT
PRELIMINARY PLAT

PZ-18-00194-04

DATE: September 25, 2020
MEETING DATE: October 14, 2020
REPORT BY: Genevieve Pearthree

REQUEST:
Miramonte Beaver, LLC requests Preliminary Plat approval for Miramonte at Butler Ave. The subdivision consists of a 32 residential condominium units and one ground floor restaurant space, located at 207 S. Beaver St. The condominium plat is on 0.54 acres in the T5 (Transect) Main Street Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:
The site is currently vacant.

PROPOSED LAND USE:
Miramonte at Butler Ave. is a residential condominium subdivision development that consists of 32 dwelling units and one restaurant space located on 0.54 acres. The restaurant is located on the first floor, and the residential units are located on floors 2-5. The site also contains the required surface and garage parking, and landscaping.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Single family, duplex, and maybe triplex, developments (Community Commercial—CC Zone)
East: Beaver St.; Single family, duplex, and maybe triplex, developments across the street (CC Zone)
South: Butler Ave.; One AZ Credit Union across the street (CC Zone)
West: Alley; Single family, duplex, and maybe triplex, developments across the alley (High Density Residential – HR Zone)

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
The project is a 5-story mixed-use building in the T5 Main Street Zone. Inter-Division Staff (IDS) approved the Site Plan for the development (PZ-18-00194-01) on August 8, 2019, and a Minor Modification to the approved Site Plan on October 21, 2019 (PZ-18-00194-02). Civil plans were approved on April 13, 2020. City approvals were based on conformance with all relevant City Development Standards, as discussed in Section C, below.

The project is being developed according to the standards for the T5 Main Street Zone, the Commercial Block Building Type (10-50.110.180), and the Shopfront Private Frontage Type (10-50.120.100). It contains a 2,704 sq. ft. restaurant

space on floor 1, and 32 residential units on floors 2 – 5 (eight units per floor). There are one, two, and three-bedroom residential units, ranging from 722 - 1,279 square feet. The unit mix is:

UNIT DESCRIPTION	NO. OF UNITS
1 Bed/1 Bath	16
2 Bed/2 Bath	12
3 Bed/2 Bath	4
TOTAL	**32**

B. Type of Plat

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace within each unit (this includes the first floor restaurant space and the 32 residences). The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the ceiling of that unit. The horizontal boundaries start at the inside of the walls enclosing each unit. Each unit also has one or two decks associated with it, which are being platted as limited common elements.

All parking spaces on the lot – including those inside the garage and on a surface lot to the north of the building – are being platted as limited common elements, except for ADA-accessible spaces. Three of the spaces are required to be allocated for the restaurant use.

All common areas in the building, including the spaces between walls and floor plates, the trash chute, stairwell, elevator, hallways, the drive aisle between parking spaces in the garage, the ADA space in the garage, and the mechanical rooms, etc., are common elements. All areas outside of the building and the limited common elements are part of Tract A, which is dedicated to the HOA and as a private utility and drainage easement.

II. Required Findings: Conformance with City Development Standards

Staff reviewed and approved the Site Plan, Civil Plans, and Preliminary Plat for this project based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code

I. T5 Main Street Zone, Commercial Block Building Type, Shopfront Private Frontage Type

The building meets the T5 Main Street standards for building form and placement, including the following:

- Front setback: 2’
- Side setback: 0’ min. / 24’ max.
- Rear setback: 3’
- Built-to-Line (BTL): at minimum, 80% of the front façade and 60% of the side street façade must be at the BTL, which is 2’ from the property line.
- Maximum height: 64’ (the building meets this height, but some building elements, like the stairwell and elevator shaft project up to 68’, which is allowed)
- Maximum lot coverage: 80% (44% provided)

The applicant elected to use the Commercial Block Building Type, which is permitted in the T5 Main Street Zone. The Commercial Block Building Type is a small to large-sized structure, typically attached, that can be used to provide a mix of uses with ground floor commercial, service, or retail uses and upper floor commercial, service, or residential uses. This development meets the Commercial Block Building Type standards for the location of pedestrian access, and the requirement for façade planes longer than 75’ to be divided into smaller elements (through horizontal articulation and the strategic application of building façade materials).

The applicant elected to use the Shopfront Private Frontage Type, which is allowed on a Commercial Block building. The building meets the Shopfront standards for ground floor transparency, recessed doors, and minimum distance between windows.

II. Pedestrian and Bicycle Circulation Systems

The project is located in a walkable area, with many amenities (NAU, the South Side, and Downtown, for example) located within walking distance. Access to the residential units is through a stairwell and elevator, both of which are accessible from Beaver St. and from the parking garage. The applicant is required to provide, and is providing, two bicycle parking spaces (5% of the required of on-site parking).

III. Parking and Automobile Access

Vehicular access is from Beaver St. and from the alley to the west. Minimum parking requirements for the T5 Main Street Zone are 1 space/1,500 sq. ft. of residential use (19 spaces), and 3 spaces for every 1,000 sq. ft. above the first 2,000 sq. ft. for commercial uses (3 spaces for the restaurant). The project is providing 32 parking spaces.

IV. Landscaping

A conceptual landscape plan was approved at Site Plan, showing substantial conformance with the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. The final landscape plan was approved in the Civil Plans review and is included as an attachment. On-site landscaping requirements for 18 trees (and associated shrubs and groundcover) will be met new vegetation.

B. Title 13: City of Flagstaff Engineering Standards

Staff conducted a public systems analysis as part of Site Plan approval to verify conformance with City Engineering Standards.

i. Traffic/Right-of-Way Impact

The size of the proposed development and anticipated traffic counts did not trigger a Traffic Impact Analysis (TIA), so the requirement for a TIA was waived.

The applicant will construct a new 8' sidewalk along both property frontages (on Beaver and Butler) as part of this project to facilitate pedestrian connectivity in this highly walkable area. The applicant will be dedicating Right of Way along Beaver and Butler to accomplish this, and will be providing street trees according to Engineering Standards. The applicant will also be dedicating Right of Way along the alley on the western side of the project to facilitate vehicular access to the site and bring the alley up to current Engineering Standards (widen and pave it, etc.).

ii. Water and Wastewater Impact

The Water Services Division waived on February 25, 2019 the requirements for a Water and Sewer Impact Analysis (WSIA). City Staff concluded, based on the City water and sewer master model, and previous Impact Studies conducted for the area, that the existing off-site water and sewer infrastructure is adequate for the proposed development. Thus, no off-site water or sewer improvements will be required other than those necessary to serve the development. However, there is currently no infrastructure in the ground on the site to support this development, so all on-site sewer and water systems will have to be designed and built.

iii. Water

The developer will need to tie into the existing 24" water main along Beaver St. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

iv. Wastewater
The developer will need to tie into the existing 12" sewer main along the western edge of the parcel. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

v. Stormwater Analysis
A Preliminary Drainage Report was required as part of the Site Plan application. The applicant will be providing water storage containers under the parking lot to meet Stormwater requirements. This project is also located in flood hazard zone AE, so the City provided a Flood Zone Determination on October 24, 2018, which identifies the base flood elevation (BFE). The building is designed so that the finish floor elevation (FFE) is above the BFE.

C. Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations

i. Preliminary Plat
IDS approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations
IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements. Not all of the standards are applicable to this plat, however, because it is a condominium plat.

ii. Minimum Required Subdivision Improvements
Staff review of the Preliminary Plat along with the impact analyses discussed above identified the required improvements to adjacent streets and pedestrian ways, in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. Civil Engineering Plans are approved, which allows these improvements to commence.

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation
Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

Attachments:

- Application
- Preliminary Plat (8 sheets, 24 x 36")
- Landscape Plan (2 sheets, 24 x 36")
- Vicinity Map

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Planning Director
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-25: an Ordinance of the Flagstaff City Council amending Flagstaff City Code, Title 3, Business Regulations, Chapter 3-11 Development Fees, by adopting revised Public Safety development fees.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-25 by title only for the final time
2) City Clerk reads Ordinance No. 2020-25 by title only (if approved above)
3) Adopt Ordinance No. 2020-25

Executive Summary:

Arizona Revised Statute § 9-463.05 allows a municipality to assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, as well as financing and professional services required for the preparation or revision of a development fee, including the required land use assumptions and infrastructure improvements plan. Municipalities are required to update their land use assumptions and infrastructure improvements plan at least every five years.

Development fees assessed by the City are required to result in a beneficial use to the development and may not exceed a proportionate share of the cost of necessary public services to the development. Development fees can only be used for public services identified in the adopted infrastructure improvement plan including construction, acquisition, or expansion of public facilities. Development fees may not be used for repair or maintenance of existing or new public services, or for facility expansions. Also, the statute requires fees must be collected at the time the building permit is issued and cannot be delayed until the certificate of occupancy.

Financial Impact:

Development fees collected will be used to help fund capital improvements and equipment necessary to meet the demand generated by new residential and non-residential growth. The alternative to development fees is to identify the impact of each project during the entitlement process and include public safety fees in a project development agreement, then either to fund increased demand through general fund revenues, or decrease the level of service.

Policy Impact:

The City is in the process of completing the steps required by the State of Arizona to support continuation of the public safety development fee program. Staff believes development fees provide a consistent and predictable expense for the construction industry and predictable revenue for the City's public safety capital budget.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Foster a safe, secure, and healthy community.
- Provide public safety with the resources, staff and training to respond to community needs.

High Performing Governance

- Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Regional Plan

Goal CD.1 - Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.
Policy CD.1.3. - Analyze the feasibility of expanding development fees within the City of Flagstaff, which may enable future development to provide for adequate off-site improvements and facilities.
Policy CD.1.5 - Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

Has There Been Previous Council Decision on This:

The City of Flagstaff adopted police and fire development fees in 2008. Since then the public safety development fees have been readopted twice: in 2011 and in 2014.

The City Council held a work session on the draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) on January 7, 2020. The City Council then held a public hearing on the draft LUA and IIP on February 28, 2020. The Council agreed with the direction to schedule the adoption of the LUA and IIP for April 7, 2020. After the adoption of the LUA and IIP, another work session was held with Council on June 30, 2020, to discuss what fees should be adopted. A public hearing on the proposed development fees was held on September 15, 2020.

Options and Alternatives:

1. City Council may adopt the Ordinance as presented with an anticipated effective date of January 17, 2021.
2. City Council may proportionally decrease the fees presented in the Ordinance then adopt as amended with an anticipated effective date of January 17, 2021.
3. City Council may reject the proposed Ordinance and allow the impact fee program to sunset on January 17, 2021.

Background/History:

At the January 7, 2020 work session, City consultant TischlerBise provided an overview of the draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP). After receiving public input at the February 18, 2020 public hearing, Council adopted the LUA and IIP on April 7, 2020.

The Land Use Assumptions (LUA) are found in Appendix C (page 22) of the November 3, 2020 TischlerBise report. The LUA provides demographic estimates and development projections that are used to prepare the IIP and calculate development fees. Key land use assumptions for the City of Flagstaff development fee study are population, housing units, and employment projections. During the next 10 years, citywide development projections indicate an average increase of approximately 560

housing units per year and approximately 130,000 square feet of nonresidential floor area per year. The LUA provides an analysis of single-family and multi-family residential units by bedroom size. The average person per household increases as the number of bedrooms increase, thus increasing the demand for services. This methodology provides a more accurate estimate of the demand generated by residential units.

The report also includes the methodology to develop the IIP for both fire and polices services. Development fees for the necessary public services required for new development must be based on the same level of services (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. Reduced to its simplest terms, the process of calculating development fees involves two main steps: 1) determining the cost of development-related capital improvements and 2) allocating those costs equitable to various types of development.

Fire fees will be used to fund facilities, apparatus, and communications equipment as well as the cost of preparing the Fire Facilities IIP and related Development Fee Report. Polices fees will provide for facilities, vehicles, and communications equipment. The demand for specific services is summarized through the IIP and schedules of Fire Facilities Development Fees (Figure F11, page 17) and Police Facilities Development Fees (Figure P11, page 28) are found in the report.

Key Considerations:

Development fees assessed provide a predictable standard that all developers and builders can plan for as they consider new projects in our community. Should development fees not be assessed, a similar financial consideration for maintaining current public safety levels may be considered. However, negotiations with each developer will occur separately which may result in an unequal and inconsistent burden due to the timing and result of each project.

Community Benefits and Considerations:

Development fees assess new development their fair share of the costs to expand services that will maintain the current level of service. Alternative funding sources would be required to maintain services or a reduction in the level of service to the entire community could be considered.

Community Involvement:

Inform: The attached report was published on the City's website as is required by Arizona Revised Statutes. A public hearing notice was published in the Arizona Daily Sun on Saturday, August 15, 2020.

Consult: Two public hearings have been held in relation to the adoption of public safety development fees. The first was specific to the adoption of the Land Use Assumptions and Infrastructure Improvement Plan while the second was in regards to the proposed development fee study. Throughout this last year, staff has made presentations and provided additional information to the Chamber of Commerce, City of Flagstaff Housing Commission and Planning & Zoning Commission, Northern Arizona Building Association, and the Northern Arizona Association of Realtors.

Expanded Options and Alternatives:

1. City Council may adopt the Ordinance as presented with an anticipated effective date of January 17, 2021.
2. City Council may decrease the fees proportionately and adopt the Ordinance as amended with an effective date of January 17, 2021.
3. City Council may reject the proposed Ordinance and allow the impact fee program to sunset on January 17, 2021.

Attachments: Ord. 2020-25
LUA, IIP and Development Fee Study
Presentation

ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, CHAPTER 3-11 DEVELOPMENT FEES, TO ASSESS DEVELOPMENT FEES ON NEW DEVELOPMENT; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff is authorized pursuant to Arizona Revised Statutes § 9-463.05 to assess development fees on new development to offset costs to the municipality associated with providing necessary public services, the demand for which is created by new development; and

WHEREAS, on October 21, 2008, the City Council adopted Ordinance No. 2008-28, an ordinance that provided for, among other things, a police and fire protection development fee pursuant to A.R.S. 9-463.05; and

WHEREAS, on April 26, 2011, Governor Jan Brewer signed into law SB 1525, a bill that significantly amended A.R.S 9-463.05 by, among other things, changing how fees are calculated and how municipalities are to administer them; and

WHEREAS, on December 20, 2011, the City Council adopted Ordinance No. 2011-32, an ordinance that, among other things, revised the City's police and fire protection development fees pursuant to SB 1525; and

WHEREAS, on May 14, 2014, the City Council adopted Ordinance No. 2014-10, an ordinance that provided additional revisions to the City's police and fire protection development fees pursuant to SB 1525; and

WHEREAS, the City has commissioned, and the City's consultant TishchlerBise has conducted, an analysis of the City's police and fire protection development fees in accordance with A.R.S. 9-463.05; and

WHEREAS, the City Council has reviewed the conclusions of TischlerBise, has reviewed the proposed adjustments to the City's police and fire protection development fees, and has determined that revisions to these development fees are necessary.

ENACTMENTS:

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

SECTION 1. Adoption of the Development Fee Study

The City Council adopted the Land Use Assumptions and Infrastructure Improvement Plan

prepared by TischlerBise on April 7, 2020 and the Development Fee Study prepared by TischlerBise on October 20, 2020. The Land Use Assumptions, Infrastructure Improvement Plan and Development Fee Study attached hereto as Exhibit A and incorporated herein supports the development fees adopted by this Ordinance.

SECTION 2. In General

That Title 3 of the Flagstaff City Code, Business Regulations, Chapter 3-11 Development Fees, is hereby amended as follows:

Division 3-11-001

In General

Section 3-11-001-0002 Definitions

Except as otherwise indicated herein, the words or phrases used herein shall have the meaning prescribed in Chapter 10-**80**~~14 of Land Development Code~~ of the ~~City of~~ Flagstaff **Zoning Code**:

D. Infrastructure Improvement Plan and Development Fee Study ("IIP and Fee Study"): a report prepared in support of **the o**~~O~~rdinance **adopting a Development Fee,** ~~No. 2008-28 by TischlerBise, dated August 28, 2007~~ which ~~report~~ sets forth the methodology and basis for the calculation of the impact of new development and the proper and proportional amount of the development fee to be assessed against new development as required by Arizona Revised Statutes § 9-463.05(C).

G. **Multi-Family Residential: a minimum of 3 residential dwelling units permitted under the same building permit application.**

~~G~~H. New Development: any new construction, reconstruction, redevelopment, rehabilitation, structural alteration, structural enlargement, structural extension, or new use which requires a building permit or any change in use of an existing building, structure, or lot requiring any form of City approval, which increases the demand for one (1) or more Public Facilities, except as otherwise provided in §**3**~~10~~-**11**~~18~~-001-0003 of this Chapter.

~~H. Office: See Division 10-03-002-0005 A.~~

I. Offset: a waiver, reimbursement, or credit of certain required development fees, pursuant to § **3**~~10~~-**11**~~18~~-002-0003, in exchange for the provision by the applicant of, among other things, monetary contributions, dedication of land, or actual construction of all or part of a Public Facility included within the first five years of the City's IIP.

L. Single-Family Detached Dwelling **Residential**: ~~means~~ a **maximum of two attached or detached** dwelling**s under individual building permit applications.** ~~designed and used for single-family use as defined in § 10-03-002-0003.~~

Section 3-11-001-0003 General Provisions; Applicability

D. Type of Development Not Affected. This Chapter shall not apply to:

2. No Net Increase in Dwellings **or Bedrooms**. No development fee shall be imposed on any new residential development that does not result in the creation of a new dwelling **or increase in number of bedrooms.**

E. Effect of Payment of Development Fees on Other Applicable City Land Use, Zoning, Platting, Subdivision or Development Regulations.

2. This Chapter shall not affect, in any manner, the permissible use of property, density/intensity of development, design and improvement standards or other applicable standards or requirements of the ~~City of~~ Flagstaff **Zoning** ~~Land Development~~ Code, which shall be operative and remain in full force and effect without limitation.

Division 3-11-002

Procedures for Imposition, Calculation and Collection of Development Fees

Section 3-11-002-0002 Calculation

A. Upon receipt of an application for a building permit, the City shall determine (a) whether it is a residential or non-residential use, (b) the specific category of residential or non-residential development, if applicable, (c) if residential, the number of new dwellings **and/or bedrooms**, and (d) if non-residential, the number of new or additional square feet of gross floor area or hotel rooms of the proposed use.

D. If the type of land use proposed for new development is not expressly listed in the particular development fee ordinance and schedule, the City shall:

3. at the option of the applicant or Planning Director, determine the basis used to calculate the fee pursuant to an independent impact analysis for development fee calculation. Whether initiated by the applicant or the Planning Director, the following shall apply:

(d) The final decision of the Planning Director may be appealed pursuant to Division **3**~~10~~-**11**~~18~~-004 of this Chapter.

Section 3-11-002-0003 Offsets

D. The amount of an excess contribution, if any, shall be determined by the City upon receipt of a request for an offset; provided, however, that (a) the City will grant no offset for excess contributions from development fee funds unless and until the particular development fee account has sufficient revenue to make the offset without jeopardizing the continuity of the City's Infrastructure Improvement Plan and (b) the excess contribution may not be transferred or credited to any other category of Public Facility development fees calculated to be due from that development. However, nothing herein shall prohibit the City from contributing non-development fee funding to a developer's excess contribution. The determination of the eligibility for and the amount of the offset shall be made by the City. If the applicant contends that any aspect of the City's decision constitutes an abuse of discretion, the applicant shall be entitled to appeal pursuant to Division **3**~~10~~-**11**~~18~~-004 of this Chapter.

Division 3-11-003

Establishment of Development Fee Accounts; Appropriation of Development Fee Funds; and Refunds

Section 3-11-003-0002 Appropriation of Development Fee Funds

A. In General. Subject to the provisions of § **3**~~10~~-**11**~~18~~-003-0002**(B)**(2), below, development fee funds may be appropriated for Public Facilities, Public Facility expenditures, and the payment of principal, interest and other financing costs on contracts, bonds, notes or other obligations issued by or on behalf of the City to finance Public Facilities and Public Facility Expenditures.

Section 3-11-003-0003 Procedure for Appropriation of Development Fee Funds

A. Each year the City shall identify Public Facility projects anticipated to be funded in whole or in part with development fees. The Public Facility recommendations shall be based upon the development fee annual reports set forth in Division **3**~~10~~-**11**~~18~~-006 of this Chapter, and such other information as may be relevant, and may be part of the City's annual budget and infrastructure improvements planning process.

Section 3-11-003-0004 Refunds

A. Eligibility.

2. Failure of City to Appropriate Development Fee Funds Within Time Limit. The current property owner may apply for a refund of development fees paid by an applicant if the City has failed to appropriate the development fees collected from the applicant within the time limit established in §**3**~~10~~-**11**~~18~~-003-0002.

F. Due to Timeliness. Applications for refunds due to the failure of the City to appropriate development fees collected from the applicant within the time limits established in §**3**~~10~~-**11**~~18~~-003-0002 shall be made within one (1) year following the expiration of such time limit. The applicant shall submit: (a) evidence that the applicant is the property owner or the duly designated agent of the property owner, (b) the amount of the development fees paid by Public Facility category and receipts evidencing such payments, and (c) description and documentation of the City's failure to appropriate development fee funds for relevant public facilities.

Division 3-11-007

Police and Fire Protection Development Fee

Section 3-11-007-0001 Development Fee for Residential Development

~~**Residential (per housing unit)**~~	~~**Fire**~~	~~**Police**~~	~~**TOTAL**~~
~~Single-family residential:~~	~~$182~~	~~$366~~	~~$548~~
~~Multifamily residential:~~	~~$170~~	~~$342~~	~~$512~~

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single-Family Units			
0-1 Bedrooms	$778	$385	$1,163
2 Bedrooms	$892	$442	$1,334
3 Bedrooms	$1,071	$531	$1,602
4+ Bedrooms	$1,357	$672	$2,029
Multi-Family Units			
0-1 Bedrooms	$643	$319	$962
2 Bedrooms	$896	$444	$1,340
3+ Bedrooms	$1,352	$670	$2,022

Section 3-11-007-0002 Development Fee for Nonresidential Development

~~Nonresidential (per sq. ft. unless otherwise noted)~~	~~Fire~~	~~Police~~	~~TOTAL~~
~~Commercial:~~	~~$0.29~~	~~$0.59~~	~~$0.88~~
~~Office:~~	~~$0.11~~	~~$0.23~~	~~$0.34~~
~~Industrial Flex~~	~~$0.03~~	~~$0.08~~	~~$0.11~~

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial/Flex	$0.40	$0.10	$0.50
Commercial/Retail	$0.81	$0.78	$1.59
Office/Institutional	$1.03	$0.30	$1.33
Hotel (per room)	$202	$263	$465
Nursing Home (per bed)	$364	$96	$460
Assisted Living (per bed)	$212	$82	$294

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective seventy-five (75) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Prepared for:
Flagstaff, Arizona

October 20, 2020

TischlerBise
FISCAL | ECONOMIC | PLANNING

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EXECUTIVE SUMMARY

The City of Flagstaff, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees within the Flagstaff Development Fee Service Area pursuant to Arizona Revised Statutes ("ARS") § 9-436.05 (hereafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Flagstaff's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Police Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011 and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

DEVELOPMENT FEE REPORT

METHODOLOGY

Development fees for the necessary public services made necessary by new development must be based on the same level of service ("LOS") provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methods for calculating development fees and how those methods can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that future development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which future development will benefit. This method is often used for utility systems that must provide adequate capacity before future development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion method documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no deficiencies or surplus capacity in existing infrastructure. Future development is paying only its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate future development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Figure 1 summarizes service areas, methodologies, and infrastructure cost components for each necessary public service. Appendix E includes a map of the service area.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Services	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Flagstaff	N/A	Facilities, Apparatus, Communications Equipment	Development Fee Report	Peak Population, Jobs
Police	Flagstaff	N/A	Facilities, Vehicles, Communications Equipment	Development Fee Report	Peak Population, Vehicle Trips

PROPOSED DEVELOPMENT FEES

Development fees for residential development will be assessed per dwelling unit, based on the type of unit and number of bedrooms. Nonresidential development fees will be assessed per square foot of floor area, based on the type of development. As directed by staff, the proposed development fee schedule varies residential fees based on the number of bedrooms. For nonresidential development, the proposed development fee schedule includes three additional development types: hotel, nursing home, and assisted living.

Fees shown below represent the maximum allowable fees. Flagstaff may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Flagstaff's LOS standards. All costs in the Development Fee Report are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, development fees should be recalibrated.

Figure 2: Proposed Development Fees

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single-Family Units			
0-1 Bedrooms	$778	$385	$1,163
2 Bedrooms	$892	$442	$1,334
3 Bedrooms	$1,071	$531	$1,602
4+ Bedrooms	$1,357	$672	$2,029
Multi-Family Units			
0-1 Bedrooms	$643	$319	$962
2 Bedrooms	$896	$444	$1,340
3+ Bedrooms	$1,352	$670	$2,022

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial / Flex	$0.40	$0.10	$0.50
Commercial / Retail	$0.81	$0.78	$1.59
Office / Institutional	$1.03	$0.30	$1.33
Hotel (per room)	$202	$263	$465
Nursing Home (per bed)	$364	$96	$460
Assisted Living (per bed)	$212	$82	$294

Current Development Fees

Flagstaff currently charges development fees to residential development based on the type of unit: single family or multi-family. For nonresidential development, Flagstaff currently charges development fees based on three development types: industrial / flex, commercial / retail, and office / institutional. Shown below, Figure 3 includes current development fees.

Figure 3: Current Development Fees

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single Family	$366	$182	$548
Multi-Family	$342	$170	$512

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial Flex	$0.08	$0.03	$0.11
Commercial	$0.59	$0.29	$0.88
Office	$0.23	$0.11	$0.34

Difference Between Proposed and Current Development Fees

The differences between the proposed and current development fees are displayed below in Figure 4.

Figure 4: Difference Between Proposed and Current Development Fees

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single-Family Units			
0-1 Bedrooms	$412	$203	$615
2 Bedrooms	$526	$260	$786
3 Bedrooms	$705	$349	$1,054
4+ Bedrooms	$991	$490	$1,481
Multi-Family Units			
0-1 Bedrooms	$301	$149	$450
2 Bedrooms	$554	$274	$828
3+ Bedrooms	$1,010	$500	$1,510

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial / Flex	$0.32	$0.07	$0.39
Commercial / Retail	$0.22	$0.49	$0.71
Office / Institutional	$0.80	$0.19	$0.99
Hotel (per room)	N/A	N/A	N/A
Nursing Home (per bed)	N/A	N/A	N/A
Assisted Living (per bed)	N/A	N/A	N/A

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Fire Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation."*

The Fire Facilities IIP includes components for facilities, apparatus, communications equipment, and the cost of preparing the Fire Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for facilities, apparatus, and communications equipment. A plan-based methodology is used for the Development Fee Report.

Service Area

Flagstaff's Fire Department strives to provide a uniform response time citywide, and its fire stations operate as an integrated network. The service area for the Fire Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees are assessed on both residential and nonresidential development based on functional population shown in Figure F1. Based on 2015 functional population data, residential development accounts for approximately 67 percent of functional population and nonresidential development is responsible for the remaining 33 percent.

Figure F1: Proportionate Share

Demand Units in 2015					
Residential				Demand Hours/Day	Person Hours
Population	59,640				
Residents Not Working		29,181		20	583,628
Employed Residents		30,459			
Employed in Flagstaff			19,842	14	277,788
Employed outside Flagstaff			10,617	14	148,638
				Residential Subtotal	1,010,054
				Residential Share	67%
Nonresidential					
Non-working Residents		29,181		4	116,726
Jobs Located in Flagstaff		37,109			
Residents Employed in Flagstaff			19,842	10	198,420
Non-Resident Workers (inflow commuters)			17,267	10	172,670
				Nonresidential Subtotal	487,816
				Nonresidential Share	33%
				Total	1,497,870

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure F2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays persons per household based on unit type and number of bedrooms. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F2: Ratio of Service Unit to Development Unit

Development Type	Persons per Household[1]
Single Family	
0-1 Bedrooms	1.91
2 Bedrooms	2.19
3 Bedrooms	2.63
4+ Bedrooms	3.33
Multi-Family	
0-1 Bedrooms	1.58
2 Bedrooms	2.20
3+ Bedrooms	3.32

Development Type	Jobs per 1,000 Sq Ft[1]
Industrial / Flex	1.16
Commercial / Retail	2.34
Office / Institutional	2.97
Hotel (per room)	0.58
Nursing Home (per bed)	1.05
Assisted Living (per bed)	0.61

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Facilities – Incremental Expansion

The City of Flagstaff plans to expand its current inventory of fire facilities to serve future development. Shown below in Figure F3, Flagstaff's existing fire facilities include 55,500 square feet. Functional population provides the proportionate share of demand for fire facilities from residential and nonresidential development. Flagstaff's existing level of service for residential development is 0.4909 square feet per person (55,500 square feet X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.4146 square feet per job (55,500 square feet X 33 percent nonresidential share / 44,172 jobs).

Based on estimates provided by Flagstaff's Fire Department, construction of a 10,000-square-foot fire station will cost $4.635 million and land acquisition will cost $500,000 for approximately two acres – this results in a facility cost of $514 per square foot. The cost is $252.05 per person (0.4909 square feet per person X $514 per square foot) and $212.91 per job (0.4146 square feet per job X $514 per square foot).

Figure F3: Existing Facilities Level of Service

Description	Square Feet
Station 1	8,000
Station 2	10,000
Station 3	10,000
Station 4	6,500
Station 5	8,000
Station 6	8,000
Wildfire Crew Station	2,000
Administrative Offices	3,000
Total	55,500

Cost Allocation Factors	
Planned Station Cost	$5,135,000
Planned Station Square Feet	10,000
Cost per Square Foot	$514

Level-of-Service (LOS) Standards	
Existing Square Feet	55,500
Residential	
Residential Share	67%
2019 Peak Population	75,756
Square Feet per Person	0.4909
Cost per Person	$252.05
Nonresidential	
Nonresidential Share	33%
2019 Jobs	44,172
Square Feet per Job	0.4146
Cost per Job	$212.91

Source: Flagstaff Fire Department

Apparatus – Incremental Expansion

Development fees will be used to expand Flagstaff's fleet of fire apparatus. The current inventory includes 42 units with a total replacement cost of $15,736,000 – the average cost per unit is $374,667. Flagstaff's existing LOS for residential development is 0.0004 units per person (42 units X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.0003 units per job (42 units X 33 percent nonresidential share / 44,172 jobs). The cost is $139.17 per person (0.0004 units per person X $374,667 per unit) and $117.56 per job (0.0003 units per job X $374,667 per unit).

Figure F4: Existing Apparatus Level of Service

Description	Units	Unit Cost[1]	Replacement Cost
3/4-Ton 4x4 Truck (WFM)	3	$90,000	$270,000
3/4-Ton 4x4 Truck (RTC)	2	$80,000	$160,000
Aerial Truck (Quint Ladder)	2	$1,345,000	$2,690,000
4x4 SUV-Tahoe (BC/DC)	3	$62,500	$187,500
Rescue Vehicle	2	$300,000	$600,000
Engine Type 6	4	$210,000	$840,000
1/2-Ton 2WD Truck	1	$30,000	$30,000
Engine Type 1	8	$780,000	$6,240,000
4x4 SUV CRR	7	$47,500	$332,500
1-Ton 4x4 Rescue Truck	1	$90,000	$90,000
Engine Type 3	3	$430,000	$1,290,000
Water Tender Type 2	2	$415,000	$830,000
HAZMAT Truck	1	$675,000	$675,000
Heavy Rescue	1	$925,000	$925,000
UTV	2	$18,000	$36,000
SCBA Packs/Bottles[2]			$540,000
Total	42	$374,667	$15,736,000

1. Includes the cost of equipment
2. Includes 90 SCBA packs/bottles with cost allocated to all apparatus

Cost Allocation Factors	
Average Cost per Unit	$374,667

Level-of-Service (LOS) Standards	
Existing Units	42
Residential	
Residential Share	67%
2019 Peak Population	75,756
Units per Person	0.0004
Cost per Person	$139.17
Nonresidential	
Nonresidential Share	33%
2019 Jobs	44,172
Units per Job	0.0003
Cost per Job	$117.56

Source: Flagstaff Fire Department

Communications Equipment – Incremental Expansion

Flagstaff will use development fees to expand its inventory of communications equipment. The current inventory includes 235 units with a total replacement cost of $1,587,500. The average cost for communications equipment is $6,755 per unit.

As previously discussed, functional population is used to allocate the proportionate share of demand to residential and nonresidential development. Flagstaff's existing LOS for residential development is 0.0021 units per person (235 units X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.0018 units per job (235 units X 33 percent nonresidential share / 44,172 jobs). The cost is $14.04 per person (0.0021 units per person X $6,755 per unit) and $11.86 per job (0.0018 units per job X $6,755 per unit).

Figure F5: Existing Communications Equipment Level of Service

Description	Units	Unit Cost	Replacement Cost
Portable Radios 800mhz	100	$8,000	$800,000
Wildland VHF Radios	60	$2,500	$150,000
Mobile Radios 800mhz/VHF	75	$8,500	$637,500
Total	235	$6,755	$1,587,500

Cost Allocation Factors	
Average Cost per Unit	$6,755

Level-of-Service (LOS) Standards	
Existing Units	235
Residential	
Residential Share	67%
2019 Peak Population	75,756
Units per Person	0.0021
Cost per Person	$14.04
Nonresidential	
Nonresidential Share	33%
2019 Jobs	44,172
Units per Job	0.0018
Cost per Job	$11.86

Source: Flagstaff Fire Department

IIP and Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and development fees totals $22,500. Flagstaff plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $2.25 per person and $4.54 per job.

Figure F6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Demand Unit	5-Year Increase	Cost per Demand Unit
Fire	$22,500	Residential	67%	Peak Population	6,706	$2.25
		Nonresidential	33%	Jobs	1,635	$4.54
Police	$22,250	Residential	66%	Peak Population	6,706	$2.19
		Nonresidential	34%	Vehicle Trips	5,854	$1.29
Total	$44,750					

Fire Facilities Infrastructure Improvements Plan

The Flagstaff Fire Department identified necessary public services that are eligible for Fire Facilities development fees. These improvements, shown in Figure F7, total $13,295,000 and a portion of this total can be funded with development fees.

Figure F7: Fire Facilities Infrastructure Improvements Plan

Description	Units	Total Cost
Fire Station 7 - Building & Equipment	10,000 sq ft	$4,635,000
Fire Station 7 - Land	2 acres	$500,000
Fire Station 8 - Building & Equipment	10,000 sq ft	$4,635,000
Fire Station 8 - Land	2 acres	$500,000
Type 1 Engine[1]	1	$780,000
Quint[1]	1	$1,345,000
Rescue[1]	1	$300,000
Type 3 Engine[1]	1	$430,000
SCBAs (Quint, Engine, Rescue)	10	$60,000
Type 1 Engine Radios	5	$35,000
Quint Radios	5	$35,000
Rescue Radios	5	$40,000
Total		$13,295,000

Source: Flagstaff Fire Department

1. Includes equipment

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Facilities

Shown in Figure F8, Flagstaff's peak population is projected to increase by 13,412 persons by 2029, and employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development will demand 6,584 additional square feet of fire facilities (13,412 additional persons X 0.4909 square feet per person), and future nonresidential development will demand 1,356 additional square feet of fire facilities (3,270 additional jobs X 0.4146 square feet per job). Based on demand for 7,939 square feet of new fire facilities and an average cost of $514 per square foot, the growth-related expenditure on facilities is $4,076,760.

Figure F8: Projected Demand for Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq. Ft.
Facilities	0.4909 Square Feet	per Person	$514
	0.4146 Square Feet	per Job	

Demand for Facilities					
Year	Peak Population	Jobs	Residential	Nonresidential	Total
2019	75,756	44,172	37,185	18,315	55,500
2020	77,097	44,499	37,843	18,451	56,294
2021	78,438	44,826	38,502	18,586	57,088
2022	79,780	45,153	39,160	18,722	57,882
2023	81,121	45,480	39,818	18,857	58,676
2024	82,462	45,807	40,477	18,993	59,470
2025	83,803	46,134	41,135	19,128	60,263
2026	85,145	46,461	41,793	19,264	61,057
2027	86,486	46,788	42,452	19,400	61,851
2028	87,827	47,115	43,110	19,535	62,645
2029	89,168	47,441	43,769	19,671	63,439
10-Yr Increase	13,412	3,270	6,584	1,356	7,939

Growth-Related Expenditures	$3,380,637	$696,124	$4,076,760

Apparatus

Shown in Figure F9, peak population is projected to increase by 13,412 persons citywide by 2029, and citywide employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development generates demand for five additional apparatus (0.0004 units per person X 13,412 additional persons), and future nonresidential development generates demand for one additional apparatus (0.0003 units per job X 3,270 additional jobs). The 10-year demand for additional apparatus equals six units at a cost of $2,251,747.

Figure F9: Projected Demand for Apparatus

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Apparatus	0.0004 Units	per Person	$374,667
	0.0003 Units	per Job	

Demand for Apparatus					
Year	Peak Population	Jobs	Residential	Nonresidential	Total
2019	75,756	44,172	28.1	13.9	42.0
2020	77,097	44,499	28.6	14.0	42.6
2021	78,438	44,826	29.1	14.1	43.2
2022	79,780	45,153	29.6	14.2	43.8
2023	81,121	45,480	30.1	14.3	44.4
2024	82,462	45,807	30.6	14.4	45.0
2025	83,803	46,134	31.1	14.5	45.6
2026	85,145	46,461	31.6	14.6	46.2
2027	86,486	46,788	32.1	14.7	46.8
2028	87,827	47,115	32.6	14.8	47.4
2029	89,168	47,441	33.1	14.9	48.0
10-Yr Increase	13,412	3,270	5.0	1.0	6.0

Growth-Related Expenditures	$1,865,840	$385,907	$2,251,747

Communications Equipment

Shown in Figure F10, peak population is projected to increase by 13,412 persons citywide by 2029, and citywide employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development generates demand for 27.9 additional units (0.0021 units per person X 13,412 additional persons), and future nonresidential development generates demand for 5.7 additional units (0.0018 units per job X 3,270 additional jobs). The 10-year demand for additional communications equipment equals 33.6 units at a cost of $227,114.

Figure F10: Projected Demand for Communications Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communications Equipment	0.0021 Units	per Person	$6,755
	0.0018 Units	per Job	

Demand for Communications Equipment					
Year	Peak Population	Jobs	Residential	Nonresidential	Total
2019	75,756	44,172	157.5	77.6	235.0
2020	77,097	44,499	160.2	78.1	238.4
2021	78,438	44,826	163.0	78.7	241.7
2022	79,780	45,153	165.8	79.3	245.1
2023	81,121	45,480	168.6	79.8	248.4
2024	82,462	45,807	171.4	80.4	251.8
2025	83,803	46,134	174.2	81.0	255.2
2026	85,145	46,461	177.0	81.6	258.5
2027	86,486	46,788	179.8	82.1	261.9
2028	87,827	47,115	182.5	82.7	265.3
2029	89,168	47,441	185.3	83.3	268.6
10-Yr Increase	13,412	3,270	27.9	5.7	33.6

Growth-Related Expenditures	$188,338	$38,776	$227,114

FIRE FACILITIES DEVELOPMENT FEES

Infrastructure components and cost factors for Fire Facilities are summarized in the upper portion of Figure F11. The cost per service unit for Fire Facilities is $407.51 per person and $346.87 per job.

Fire Facilities development fees for residential development are assessed according to the number of persons per household, based on unit type and number of bedrooms. For a single-family unit with three bedrooms, the fee of $1,071 is calculated using a cost per service unit of $407.51 per person multiplied by a demand unit of 2.63 persons per household.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $0.81 per square foot of commercial development is derived from a cost per service unit of $346.87 per job, multiplied by a demand unit of 2.34 jobs per 1,000 square feet, divided by 1,000.

Figure F11: Schedule of Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Facilities	$252.05	$212.91
Apparatus	$139.17	$117.56
Communications Equipment	$14.04	$11.86
Development Fee Report	$2.25	$4.54
Total	$407.51	$346.87

Residential Development	Fees per Unit			
Development Type	Persons per Household[1]	Proposed Fees	Current Fees	Change
Single-Family Units				
0-1 Bedrooms	1.91	$778	$366	$412
2 Bedrooms	2.19	$892	$366	$526
3 Bedrooms	2.63	$1,071	$366	$705
4+ Bedrooms	3.33	$1,357	$366	$991
Multi-Family Units				
0-1 Bedrooms	1.58	$643	$342	$301
2 Bedrooms	2.20	$896	$342	$554
3+ Bedrooms	3.32	$1,352	$342	$1,010

Nonresidential Development	Fees per Square Foot			
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Change
Industrial / Flex	1.16	$0.40	$0.08	$0.32
Commercial / Retail	2.34	$0.81	$0.59	$0.22
Office / Institutional	2.97	$1.03	$0.23	$0.80
Hotel (per room)	0.58	$202	N/A	N/A
Nursing Home (per bed)	1.05	$364	N/A	N/A
Assisted Living (per bed)	0.61	$212	N/A	N/A

1. See Land Use Assumptions

Fire Facilities Development Fee Revenue

A revenue credit/offset is not necessary for Fire Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected fee revenue shown in Figure F12 is based on the development projections in the *Land Use Assumptions* document and the updated Fire Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue is $6,578,077 over the next 10 years, and the projected growth-related cost of fire infrastructure is $6,578,121.

Figure F12: Projected Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Facilities	$4,076,760	$0	$4,076,760
Apparatus	$2,251,747	$0	$2,251,747
Communications Equipment	$227,114	$0	$227,114
Development Fee Report	$22,500	$0	$22,500
Total	$6,578,121	$0	$6,578,121

Year		Single Family $1,083 per unit	Multi-Family $868 per unit	Ind / Flex $0.40 per Sq Ft	Comm / Retail $0.81 per Sq Ft	Office / Inst $1.03 per Sq Ft
		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2019	14,441	12,565	4,987	7,360	5,344
Year 1	2020	14,705	12,865	4,992	7,434	5,394
Year 2	2021	14,969	13,165	4,997	7,508	5,444
Year 3	2022	15,233	13,465	5,002	7,582	5,494
Year 4	2023	15,497	13,765	5,007	7,655	5,544
Year 5	2024	15,761	14,065	5,012	7,729	5,594
Year 6	2025	16,025	14,365	5,017	7,803	5,644
Year 7	2026	16,289	14,665	5,022	7,877	5,694
Year 8	2027	16,553	14,965	5,027	7,950	5,744
Year 9	2028	16,817	15,265	5,032	8,024	5,794
Year 10	2029	17,081	15,565	5,037	8,098	5,844
10-Year Increase		2,640	3,000	50	737	500
Projected Revenue		$2,853,830	$2,596,829	$20,113	$595,457	$511,847

Projected Fee Revenue	$6,578,077
Total Expenditures	$6,578,121

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Police Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Police Facilities IIP includes components for facilities, vehicles, communications equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for facilities, vehicles, and communications equipment. A plan-based methodology is used for the Development Fee Report.

Service Area

Flagstaff's Police Department strives to provide a uniform response time citywide. The service area for the Police Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees are assessed on both residential and nonresidential development based calls for service shown in Figure P1. Based on 2015-2018 calls for service data, residential development accounts for approximately 66 percent of demand for police services and nonresidential development is responsible for the remaining 34 percent.

Figure P1: Proportionate Share

Year	Residential	Nonresidential
2015	63%	37%
2016	72%	28%
2017	65%	35%
2018	64%	36%
Average	66%	34%

Source: Flagstaff Police Department

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure P2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the persons per household based on unit type and number of bedrooms. For nonresidential development, the table displays the number of vehicle trips generated per thousand square feet of floor area.

Figure P2: Ratio of Service Unit to Development Unit

Development Type	Persons per Household[1]
Single Family	
0-1 Bedrooms	1.91
2 Bedrooms	2.19
3 Bedrooms	2.63
4+ Bedrooms	3.33
Multi-Family	
0-1 Bedrooms	1.58
2 Bedrooms	2.20
3+ Bedrooms	3.32

Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment	AWVT per 1,000 Sq Ft[1]
Industrial / Flex	3.37	50%	1.69
Commercial / Retail	37.75	33%	12.46
Office / Institutional	9.74	50%	4.87
Hotel (per room)	8.36	50%	4.18
Nursing Home (per bed)	3.06	50%	1.53
Assisted Living (per bed)	2.60	50%	1.30

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Facilities – Incremental Expansion

Flagstaff plans to use development fees to expand its current inventory of police facilities. Shown below in Figure P3, Flagstaff's existing police facilities include 43,172 square feet.

Calls for service provide the proportionate share of demand for police facilities from residential and nonresidential development. Flagstaff's existing level of service for residential development is 0.3761 square feet per person (43,172 square feet X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.1164 square feet per vehicle trip (43,172 square feet X 34 percent / 126,120 vehicle trips). Using estimates for the planned LEAF expansion, the cost is $375 per square foot ($3,000,000 / 8,000 square feet). The cost is $141.05 per person (0.3272 square feet per person X $375 per square foot) and $43.64 per vehicle trip (0.1323 square feet per vehicle trip X $375 per square foot).

Figure P3: Existing Facilities Level of Service

Description	Square Feet
LEAF Facility	31,148
Commerce Warehouse	9,000
Southside Substation	64
Sunnyside Substation	400
Pod Storage	2,560
Total	43,172

Cost Allocation Factors	
Cost per Square Foot	$375

Level-of-Service (LOS) Standards	
Existing Square Feet	43,172
Residential	
Residential Share	66%
2019 Peak Population	75,756
Square Feet per Person	0.3761
Cost per Person	$141.05
Nonresidential	
Nonresidential Share	34%
2019 Vehicle Trips	126,120
Square Feet per Vehicle Trip	0.1164
Cost per Vehicle Trip	$43.64

Source: Flagstaff Police Department

Vehicles – Incremental Expansion

Development fees will be used to expand Flagstaff's inventory of police vehicles. Figure P4 lists the current vehicles used by Flagstaff's Police Department – 91 units with a replacement cost of $4,491,898, or $49,362 per unit. Calls for service are used to allocate the proportionate share of demand to residential and nonresidential development. The level of service for residential development is 0.0008 units per person (91 units X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.0002 units per vehicle trip (91 units X 34 percent nonresidential share / 126,120 vehicle trips). The cost is $39.13 per person ($49,362 per unit X 0.0008 units per person) and $12.11 per vehicle trip ($49,362 per unit X 0.0002 units per vehicle trip).

Figure P4: Existing Vehicles Level of Service

Description	Units	Unit Cost[1]	Replacement Cost
Patrol Sedans	42	$60,000	$2,520,000
Patrol Motorcycles	6	$35,000	$210,000
Patrol Motorcycle Trainer	3	$11,480	$34,440
Patrol Truck 4X4	1	$28,594	$28,594
Prisoner Transport Van	1	$44,220	$44,220
Patrol Surveillance Van	1	$40,000	$40,000
Bomb Squad Vehicle	1	$176,028	$176,028
Bomb Squad Trailer	1	$85,038	$85,038
SWAT Armored Vehicle	1	$295,000	$295,000
DUI Van	1	$60,377	$60,377
Radar/Sign Board Trailer	3	$25,511	$76,533
Full Service Sedan	23	$29,000	$667,000
Street Crimes Task Force Vehicle	4	$36,779	$147,116
Utility Trailer	1	$3,720	$3,720
Animal Control Truck 4X4	2	$51,916	$103,832
Total	91	$49,362	$4,491,898

1. Includes the cost of equipment

Cost Allocation Factors	
Average Cost per Unit	$49,362

Level-of-Service (LOS) Standards	
Existing Units	91
Residential	
Residential Share	66%
2019 Peak Population	75,756
Units per Person	0.0008
Cost per Person	$39.13
Nonresidential	
Nonresidential Share	34%
2019 Vehicle Trips	126,120
Units per Vehicle Trip	0.0002
Cost per Vehicle Trip	$12.11

Source: Flagstaff Police Department

Communications Equipment – Incremental Expansion

Flagstaff will use development fees to expand its inventory of communications equipment. The current inventory includes 247 units with a total replacement cost of $2,257,500. The average cost for communications equipment is $9,140 per unit.

Calls for service are used to allocate the proportionate share of demand to residential and nonresidential development. Flagstaff's existing level of service for residential development is 0.0022 units per person (247 units X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.0007 units per vehicle trip (247 units X 34 percent nonresidential share / 126,120 vehicle trips). The cost is $19.67 per person ($9,140 per unit X 0.0022 units per person) and $6.09 per vehicle trip ($9,140 per unit X 0.0007 units per vehicle trip).

Figure P5: Existing Communications Equipment Level of Service

Description	Units	Unit Cost	Replacement Cost
Portable Radios 800mhz	154	$8,000	$1,232,000
Mobile Radios 800mhz/VHF	83	$8,500	$705,500
Dispatch Consoles	10	$32,000	$320,000
Total	247	$9,140	$2,257,500

Cost Allocation Factors	
Average Cost per Unit	$9,140

Level-of-Service (LOS) Standards	
Existing Units	247
Residential	
Residential Share	66%
2019 Peak Population	75,756
Units per Person	0.0022
Cost per Person	$19.67
Nonresidential	
Nonresidential Share	34%
2019 Vehicle Trips	126,120
Units per Vehicle Trip	0.0007
Cost per Vehicle Trip	$6.09

Source: Flagstaff Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals $22,250. Flagstaff plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $2.19 per person and $1.29 per vehicle trip.

Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Demand Unit	5-Year Increase	Cost per Demand Unit
Fire	$22,500	Residential	67%	Peak Population	6,706	$2.25
		Nonresidential	33%	Jobs	1,635	$4.54
Police	$22,250	Residential	66%	Peak Population	6,706	$2.19
		Nonresidential	34%	Vehicle Trips	5,854	$1.29
Total	$44,750					

Police Facilities Infrastructure Improvements Plan

The Flagstaff Police Department identified necessary public services that are eligible for Police Facilities development fees. These improvements, shown in Figure P7, total $7,540,000 and a portion of this total can be funded with development fees.

Figure P7: Police Facilities Infrastructure Improvements Plan

Description	Units	Total Cost
Metal Building on Commerce Site		$3,000,000
Dispatch Expansion		$600,000
LEAF Expansion		$3,000,000
Patrol Vehicles	10	$600,000
Patrol Motorcycles	4	$140,000
Portable Radios 800mhz	25	$200,000
Mobile Radios 800mhz/VHF	10	$85,000
Dispatch Consoles	2	$64,000
Total		$7,540,000

Source: Flagstaff Police Department

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Facilities

Over the next 10 years, Flagstaff's peak population is projected to increase by 13,412 persons and nonresidential vehicle trips are projected to increase by 11,707. Using the 2019 LOS standards shown at the top of Figure P8, future residential development generates demand for 5,045 additional square feet of police facilities (0.3761 square feet per person X 13,412 additional persons), and future nonresidential development generates demand for 1,363 additional square feet of police facilities (0.1164 square feet per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional police facilities equals 6,407 square feet at a cost of $2,407,719.

Figure P8: Projected Demand for Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq. Ft.
Facilities	0.3761 Square Feet	per Person	$375
	0.1164 Square Feet	per Vehicle Trip	

Demand for Facilities					
Year	Peak Population	Vehicle Trips	Residential	Nonresidential	Total
2019	75,756	126,120	28,494	14,678	43,172
2020	77,097	127,290	28,998	14,815	43,813
2021	78,438	128,461	29,502	14,951	44,453
2022	79,780	129,632	30,007	15,087	45,094
2023	81,121	130,803	30,511	15,223	45,735
2024	82,462	131,973	31,016	15,360	46,376
2025	83,803	133,144	31,520	15,496	47,016
2026	85,145	134,315	32,025	15,632	47,657
2027	86,486	135,485	32,529	15,769	48,298
2028	87,827	136,656	33,034	15,905	48,939
2029	89,168	137,827	33,538	16,041	49,579
10-Yr Increase	13,412	11,707	5,045	1,363	6,407

Growth-Related Expenditures	$1,891,767	$510,952	$2,402,719

Vehicles

Shown in Figure P9, peak population is projected to increase by 13,12 persons by 2029, and nonresidential vehicle trips will increase by 11,707 trips during the same period. Using the 2019 LOS standards shown in Figure P9, future residential development generates demand for 10.6 additional units (0.0008 units per person X 13,412 additional persons), and future nonresidential development generates demand for 2.9 additional units (0.0002 units per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional police vehicles equals 13.5 units at a cost of $666,652.

Figure P9: Projected Demand for Vehicles

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Vehicles	0.0008 Units	per Person	$49,362
	0.0002 Units	per Vehicle Trip	

Demand for Vehicles					
Year	Peak Population	Vehicle Trips	Residential	Nonresidential	Total
2019	75,756	126,120	60.1	30.9	91.0
2020	77,097	127,290	61.1	31.2	92.4
2021	78,438	128,461	62.2	31.5	93.7
2022	79,780	129,632	63.3	31.8	95.1
2023	81,121	130,803	64.3	32.1	96.4
2024	82,462	131,973	65.4	32.4	97.8
2025	83,803	133,144	66.4	32.7	99.1
2026	85,145	134,315	67.5	33.0	100.5
2027	86,486	135,485	68.6	33.2	101.8
2028	87,827	136,656	69.6	33.5	103.2
2029	89,168	137,827	70.7	33.8	104.5
10-Yr Increase	13,412	11,707	10.6	2.9	13.5

Growth-Related Expenditures	$524,885	$141,767	$666,652

Communications Equipment

Shown in Figure P10, peak population is projected to increase by 13,12 persons by 2029, and nonresidential vehicle trips will increase by 11,707 trips during the same period. Using the 2019 LOS standards shown in Figure P10, future residential development generates demand for 28.9 additional units (0.0022 units per person X 13,412 additional persons), and future nonresidential development generates demand for 7.8 additional units (0.0007 units per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional communications equipment equals 36.7 units at a cost of $335,041.

Figure P10: Projected Demand for Communications Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communications Equipment	0.0022 Units	per Person	$9,140
	0.0007 Units	per Vehicle Trip	

Demand for Communications Equipment					
Year	Peak Population	Vehicle Trips	Residential	Nonresidential	Total
2019	75,756	126,120	163.0	84.0	247.0
2020	77,097	127,290	165.9	84.8	250.7
2021	78,438	128,461	168.8	85.5	254.3
2022	79,780	129,632	171.7	86.3	258.0
2023	81,121	130,803	174.6	87.1	261.7
2024	82,462	131,973	177.5	87.9	265.3
2025	83,803	133,144	180.3	88.7	269.0
2026	85,145	134,315	183.2	89.4	272.7
2027	86,486	135,485	186.1	90.2	276.3
2028	87,827	136,656	189.0	91.0	280.0
2029	89,168	137,827	191.9	91.8	283.7
10-Yr Increase	13,412	11,707	28.9	7.8	36.7

Growth-Related Expenditures	$263,792	$71,248	$335,041

POLICE FACILITIES DEVELOPMENT FEES

Police Facilities Development Fees

Infrastructure components and cost factors for Police Facilities are summarized in the upper portion of Figure P11. The cost per service unit for Police Facilities is $202.04 per person and $63.13 per vehicle trip.

Police Facilities development fees for residential development are assessed according to the number of persons per household, based on unit type and number of bedrooms. For a single-family unit with three bedrooms, the fee of $531 is calculated using a cost per service unit of $202.04 per person multiplied by a demand unit of 2.63 persons per household.

Nonresidential development fees are calculated using vehicle trips as the service unit. The fee of $0.78 per square foot of commercial development is derived from a cost per service unit of $63.13 per vehicle trip, multiplied by a demand unit of 12.46 vehicle trips per 1,000 square feet, divided by 1,000.

Figure P11: Schedule of Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Veh Trip
Facilities	$141.05	$43.64
Vehicles	$39.13	$12.11
Communications Equipment	$19.67	$6.09
Development Fee Report	$2.19	$1.29
Total	$202.04	$63.13

Residential Development	Fees per Unit			
Development Type	Persons per Household[1]	Proposed Fees	Current Fees	Change
Single-Family Units				
0-1 Bedrooms	1.91	$385	$182	$203
2 Bedrooms	2.19	$442	$182	$260
3 Bedrooms	2.63	$531	$182	$349
4+ Bedrooms	3.33	$672	$182	$490
Multi-Family Units				
0-1 Bedrooms	1.58	$319	$170	$149
2 Bedrooms	2.20	$444	$170	$274
3+ Bedrooms	3.32	$670	$170	$500

Nonresidential Development	Fees per Square Foot			
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Change
Industrial / Flex	1.69	$0.10	$0.03	$0.07
Commercial / Retail	12.46	$0.78	$0.29	$0.49
Office / Institutional	4.87	$0.30	$0.11	$0.19
Hotel (per room)	4.18	$263	N/A	N/A
Nursing Home (per bed)	1.53	$96	N/A	N/A
Assisted Living (per bed)	1.30	$82	N/A	N/A

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

A revenue credit/offset is not necessary for Police Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected fee revenue shown in Figure P12 is based on the development projections in the *Land Use Assumptions* document and the updated Police Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue is $3,426,662 over the next 10 years, and the projected growth-related cost of police infrastructure is $3,426,662.

Figure P12: Projected Revenue from Police Facilities Development Fees

Fee Component	Growth Share	Existing Share	Total
Facilities	$2,402,719	$0	$2,402,719
Vehicles	$666,652	$0	$666,652
Communications Equipment	$335,041	$0	$335,041
Development Fee Report	$22,250	$0	$22,250
Total	$3,426,662	$0	$3,426,662

Year		Single Family $537 per unit	Multi-Family $430 per unit	Ind / Flex $0.10 per Sq Ft	Comm / Retail $0.78 per Sq Ft	Office / Inst $0.30 per Sq Ft
		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2019	14,441	12,565	4,987	7,360	5,344
Year 1	2020	14,705	12,865	4,992	7,434	5,394
Year 2	2021	14,969	13,165	4,997	7,508	5,444
Year 3	2022	15,233	13,465	5,002	7,582	5,494
Year 4	2023	15,497	13,765	5,007	7,655	5,544
Year 5	2024	15,761	14,065	5,012	7,729	5,594
Year 6	2025	16,025	14,365	5,017	7,803	5,644
Year 7	2026	16,289	14,665	5,022	7,877	5,694
Year 8	2027	16,553	14,965	5,027	7,950	5,744
Year 9	2028	16,817	15,265	5,032	8,024	5,794
Year 10	2029	17,081	15,565	5,037	8,098	5,844
10-Year Increase		2,640	3,000	50	737	500
Projected Revenue		$1,411,103	$1,284,026	$5,307	$574,015	$152,211

Projected Fee Revenue	$3,426,662
Total Expenditures	$3,426,662

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

> *"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."*

ARS § 9-463.05(B)(12) states,

> *"The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."*

REVENUE PROJECTIONS

Flagstaff does not have a higher than normal construction excise tax rate; therefore, the required offset described above is not applicable. The required forecast of non-development fee revenue from identified sources that can be attributed to future development over the next 10 years is summarized below. These funds are available for capital investments; however, the City of Flagstaff directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Only revenue generated by future development that is dedicated to growth-related capital improvements needs to be considered in determining the extent of the burden imposed by future development. Offsets against development fees are warranted in the following cases: (1) future development will be paying taxes or fees used to retire debt on existing facilities serving existing development; (2) future development will be paying taxes or fees used to fund an existing deficiency, or (3) future development will be paying taxes or fees that are dedicated to be used for growth-related improvements. The analysis provided in this report did not identify the need for offsets against the fees. Projected revenues generated by future development are shown below.

Figure A1: Revenue Projections of Future Development

Revenue Source	2017	2018	2019	2020	2021	2022	2023	2024
Primary Property Taxes	$5,707,178	$6,171,607	$6,707,510	$6,776,500	$7,024,405	$7,287,311	$7,550,217	$7,813,122
Secondary Property Taxes	$5,879,357	$6,271,311	$6,733,265	$7,268,436	$7,358,820	$7,671,830	$7,984,840	$8,297,850
City Sales Tax	$19,226,470	$21,079,067	$21,493,997	$21,881,468	$23,011,773	$23,847,818	$24,683,863	$25,519,908
State Sales Tax	$6,445,302	$6,868,398	$7,100,000	$7,182,893	$7,492,603	$7,732,277	$7,971,950	$8,211,624
State Income Tax	$8,603,145	$8,850,877	$8,716,221	$9,451,184	$9,547,842	$9,818,552	$10,089,263	$10,359,974

Source: For 2017 - 2020, Flagstaff Budgets, FY2017 - FY2020; for 2021 - 2024, TischlerBise trend analysis.

The figure below includes per capita revenues for the previous three years and per capita revenue projections for the next five years – all per capita revenues are shown in 2019 dollars. As shown, the annual revenue generated over the next five years will remain relatively flat. These funds are available for capital investments; however, the City of Flagstaff directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A2: Per Capita Revenue Projections, 2019 Dollars

Revenue Source	2017	2018	2019	2020	2021	2022	2023	2024
Primary Property Taxes	$51.19	$52.97	$55.93	$54.94	$55.57	$56.20	$56.84	$57.47
Secondary Property Taxes	$52.73	$53.82	$56.14	$55.59	$56.17	$56.76	$57.34	$57.93
City Sales Tax	$172.44	$180.91	$179.22	$183.41	$186.12	$188.83	$191.54	$194.25
State Sales Tax	$57.81	$58.95	$59.20	$59.68	$60.17	$60.66	$61.15	$61.64
State Income Tax	$77.16	$75.96	$72.68	$74.08	$73.79	$73.49	$73.19	$72.90
Total General Fund Revenues	$411.33	$422.60	$423.18	$427.69	$431.81	$435.94	$440.06	$444.19

Source: For 2017 - 2020, Flagstaff Budgets, FY2017 - FY2020 adjusted to 2019 dollars; for 2021 - 2024, TischlerBise trend analysis in 2019 dollars.
U.S. Department of Commerce, Bureau of Economic Analysis, GDP 2017 - 2019.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience".

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Demand Unit	5-Year Increase	Cost per Demand Unit
Fire	$22,500	Residential	67%	Peak Population	6,706	$2.25
		Nonresidential	33%	Jobs	1,635	$4.54
Police	$22,250	Residential	66%	Peak Population	6,706	$2.19
		Nonresidential	34%	Vehicle Trips	5,854	$1.29
Total	$44,750					

APPENDIX C: LAND USE ASSUMPTIONS

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for areas within the boundaries of the City of Flagstaff. The map in Appendix E illustrates the area within the Flagstaff Development Fee Service Area.

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

> *"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."*

The City of Flagstaff, Arizona, retained TischlerBise to analyze the impacts of development on its capital facilities and to calculate development impact fees based on that analysis. TischlerBise prepared current demographic estimates and future development projections for both residential and nonresidential development used in the Infrastructure Improvements Plan (IIP) and calculation of the development fees. Current demographic data estimates for 2019 are used in calculating levels of service (LOS) provided to existing development in the City of Flagstaff. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the City of Flagstaff development fee study are population, housing units, and employment projections. TischlerBise uses housing unit estimates provided by Flagstaff's Planning Department for the 2019 base year estimate. For 2019 population estimates, the analysis combines 2018 population estimates published by Arizona's Office of Economic Opportunity and converts 2018 housing unit increases to population using persons per household factors. For nonresidential development, the analysis adjusts 2018 Esri Business Analyst Online employment estimates to the 2019 base year using Coconino County Tax Assessor data. The 2010-2018 average annual nonresidential floor area growth by industry sector, according to Coconino County Tax Assessor data, provides the nonresidential floor area projection for each year beyond the 2019 base year. The nonresidential floor area projections are converted into jobs based on floor area ratios published by the Institute of Transportation Engineers. Three nonresidential development prototypes are discussed further below (see Figure C6 and related text). The projections contained in this document provide the foundation for the Development Fee Report. These metrics are the service units and demand indicators used in the Development Fee Report.

Development projections are summarized in Figure C13. These projections will be used to estimate development fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Flagstaff will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development.

During the next 10 years, citywide development projections indicate an average increase of approximately 560 housing units per year and approximately 130,000 square feet of nonresidential floor area per year.

RESIDENTIAL DEVELOPMENT

Current estimates and future projections of residential development are detailed in this section including population and housing units by type.

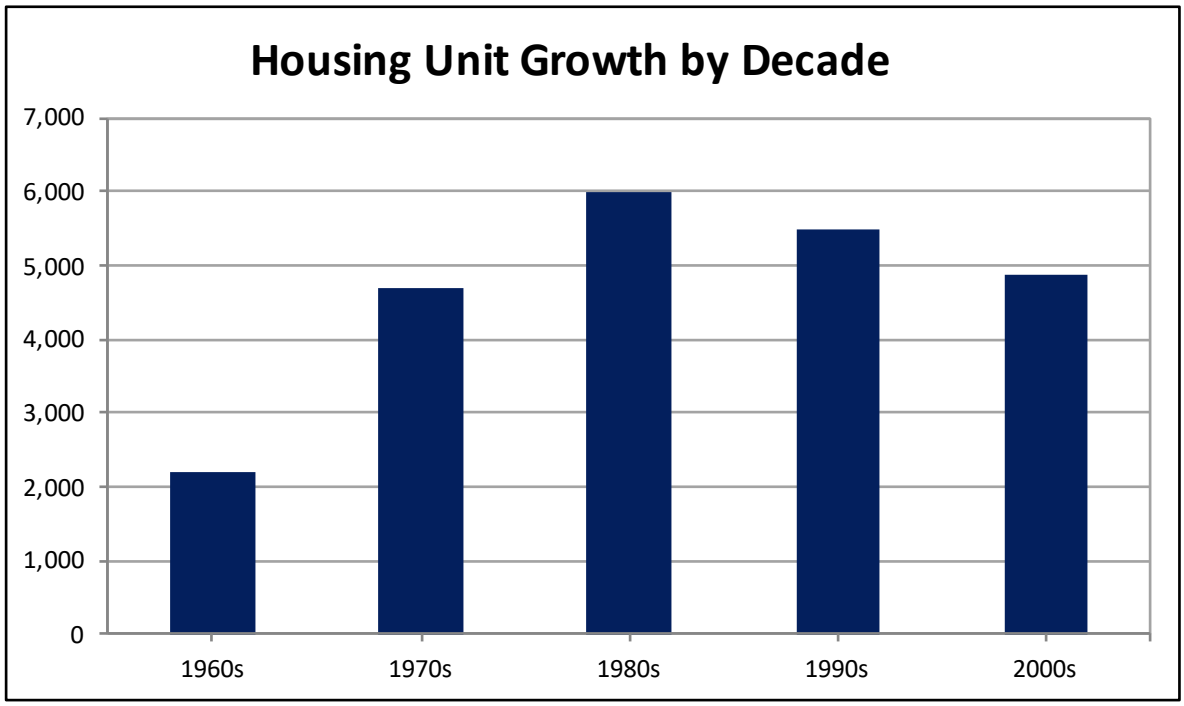
Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure C1 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. Flagstaff experienced strong growth in the 1980s and 1990s. From 2000 to 2010, housing inventory increased by an average of 486 units per year.

Figure C1: Housing Units by Decade

Census 2010 Housing Units	26,254
Census 2000 Housing Units	21,396
New Housing Units 2000 to 2010	4,858

Flagstaff's housing stock grew by an average of 486 housing units per year from 2000 to 2010.



Source: U.S. Census Bureau, Census 2010 Summary File 1, Census 2000 Summary File 1, 2013-2017 5-Year American Community Survey (for 1990s and earlier, adjusted to yield total units in 2000).

Household Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development in Flagstaff be imposed according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a "long-form" questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses). For development fees in Flagstaff, detached stick-built units, attached units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land), and mobile homes are included in the "Single-Family Units" category. The second residential category includes duplexes and all other structures with two or more units on an individual parcel of land. This category is referred to as "Multi-Family Units."

Based on American Community Survey 2013-2017 5-Year Estimates, single-family units average 2.66 persons per household and multi-family units average 2.13 persons per household.

Figure C2: Persons per Household

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family Units[1]	40,421	15,188	2.66	17,230	2.35	63.7%	11.90%
Multi-Family Units[2]	18,033	8,477	2.13	9,826	1.84	36.3%	13.70%
Total	58,454	23,665	2.47	27,056	2.16	100.0%	12.50%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, Tables B25024, B25032, B25033.

1. Includes detached, attached (i.e. townhouses), and mobile home units.

2. Includes dwellings in structures with two or more units.

Occupancy by Unit Type and Bedrooms

Development fees must be proportionate to the demand for infrastructure. Because occupancy per housing unit has a strong, positive correlation to the number of bedrooms, TischlerBise recommends residential fee schedules that increase by unit size. Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons with Flagstaff included in Public Use Microdata Area (PUMA) 0400.

Single-Family Occupancy by Bedroom Range

Cells shaded yellow below are single-family unit survey results for PUMA 0400. Unadjusted persons per household factors, derived from PUMS data for the PUMA listed above, are adjusted downward to match the single-family unit control total for Flagstaff (2.66), as shown in Figure C3. Adjusted persons per household factors for single-family units are shaded in gray and range from 1.91 persons per household for units with less than two bedrooms to 3.33 persons per household for units with four or more bedrooms.

Figure C3: Single-Family Unit Occupancy by Bedroom Range

Bedroom Range	Persons[1]	Households[1]	Unadjusted PPH	Adjusted PPH[2]
0-1	4,959	2,460	2.02	1.91
2	17,810	7,716	2.31	2.19
3	51,778	18,672	2.77	2.63
4+	31,227	8,905	3.51	3.33
Total	105,774	37,753	2.80	2.66

1. American Community Survey, Public Use Microdata Sample for AZ PUMA 0400 (2013-2017 5-Year Estimates).
2. Adjusted multipliers are scaled to make the average PUMS values match single-family control totals for Flagstaff (2.66), based on American Community Survey 2013-2017 5-Year Estimates.

Multi-Family Occupancy by Bedroom Range

Cells shaded yellow below are multi-family unit survey results for PUMA 0400. Unadjusted persons per household factors, derived from PUMS data for the PUMA listed above, are adjusted downward to match the multi-family unit control total for Flagstaff (2.13), as shown in Figure C4. Adjusted persons per household factors for multi-family units are shaded in gray and range from 1.58 persons per household for units with less than two bedrooms to 3.32 persons per household for units with three or more bedrooms.

Figure C4: Multi-Family Unit Occupancy by Bedroom Range

Bedroom Range	Persons[1]	Households[1]	Unadjusted PPH	Adjusted PPH[2]
0-1	5,669	3,721	1.52	1.58
2	9,912	4,671	2.12	2.20
3+	4,622	1,443	3.20	3.32
Total	20,203	9,835	2.05	2.13

1. American Community Survey, Public Use Microdata Sample for AZ PUMA 0400 (2013-2017 5-Year Estimates).
2. Adjusted multipliers are scaled to make the average PUMS values match multi-family control totals for Flagstaff (2.13), based on American Community Survey 2013-2017 5-Year Estimates.

Residential Estimates

Flagstaff's Planning Department estimates there were 14,441 single-family housing units and 12,565 multi-family housing units in 2019. To estimate the 2019 population, the analysis first uses the 2018 Arizona Office of Economic Opportunity population estimate of 74,736 persons. Next, TischlerBise applies occupancy factors shown in Figure C2 to 2018 residential building permit data – 377 single-family permits and eight multi-family permits. This results in a 2019 population estimate of 75,756 (74,736 population in 2018 + (377 single-family units X 2.66 persons per household) + (8 multi-family units X 2.13 persons per household) = 75,756 population in 2019).

Residential Projections

Based on single-family residential permits from 2015 through 2018, the analysis projects single-family housing units at 264 units per year. For multi-family housing units, Flagstaff's Planning Department recommends 300 housing units per year – slightly more than the 2015 through 2018 average of 228 per year. To project population, TischlerBise applies occupancy factors shown in Figure C2 to projected housing units. For this study, it is assumed that the household size will remain constant. Based on a 10-year housing unit increase of 2,640 single-family units and 3,000 multi-family units, the associated 10-year population growth equals 13,412 persons ((2,640 single-family units X 2.66 persons per household) + (3,000 multi-family units X 2.13 persons per household)).

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

Figure C5: Residential Development Projections

	2019	2020	2021	2022	2023	2024	2029	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population	**75,756**	**77,097**	**78,438**	**79,780**	**81,121**	**82,462**	**89,168**	**13,412**
Housing Units								
Single Family	14,441	14,705	14,969	15,233	15,497	15,761	17,081	**2,640**
Multi-Family	12,565	12,865	13,165	13,465	13,765	14,065	15,565	**3,000**
Total Housing Units	**27,006**	**27,570**	**28,134**	**28,698**	**29,262**	**29,826**	**32,646**	**5,640**

NONRESIDENTIAL DEVELOPMENT

Current estimates and future projections of nonresidential development are detailed in this section including jobs and nonresidential floor area.

Nonresidential Estimates

In addition to data on residential development, the calculation of development fees requires data on employment (number of jobs) and nonresidential square footage in Flagstaff. TischlerBise uses the term "jobs" to refer to employment by place of work. TischlerBise uses Esri Business Analyst Online for 2018 employment estimates and Coconino County Tax Assessor data for 2018 floor area estimates.

Figure C6: 2018 Employment and Floor Area Estimates

Nonresidential Category	2018 Jobs[1]	Percent of Total Jobs	Square Feet per Job	2018 Estimated Floor Area[2]	Jobs per 1,000 Sq. Ft.
Industrial / Flex[3]	5,352	12%	931	4,981,849	1.07
Commercial / Retail[4]	13,949	32%	522	7,286,729	1.91
Office / Institutional[5]	24,544	56%	216	5,293,656	4.64
Total	43,845	100%		17,562,234	

1. Esri Business Analyst Online, Business Summary (2018)
2. Coconino County Tax Assessor
3. Major sectors are Wholesale Trade and Manufacturing
4. Major sectors are Retail Trade and Food Services
5. Major sectors are Health Care and Public Administration

Based on Coconino County Tax Assessor data from 2010 through 2018, industrial development grew by 5,040 square feet per year, commercial/retail development grew by 73,741 square feet per year, office development grew by 12,676 square feet per year, and institutional development grew by 37,343 square feet per year. To estimate floor area in 2019, TischlerBise adds the average annual floor area increase to the 2018 floor area estimates in Figure C6. For 2019, TischlerBise estimates Flagstaff has approximately 17.69 million square feet of nonresidential floor area and 44,172 jobs.

Figure C7: 2019 Employment and Floor Area Estimates

Nonresidential Category	2019 Jobs[1]	Percent of Total Jobs	Square Feet per Job	2019 Estimated Floor Area[2]	Jobs per 1,000 Sq. Ft.
Industrial / Flex[3]	5,358	12%	931	4,986,889	1.07
Commercial / Retail[4]	14,122	32%	521	7,360,470	1.92
Office / Institutional[5]	24,692	56%	216	5,343,675	4.62
Total	44,172	100%		17,691,034	2.50

1. TischlerBise calculation based on 2018 Esri Business Analyst Online estimates
2. TischlerBise calculation based on Coconino County Tax Assessor data
3. Major sectors are Wholesale Trade and Manufacturing
4. Major sectors are Retail Trade and Food Services
5. Major sectors are Health Care and Public Administration

Nonresidential Square Footage Estimates

TischlerBise uses 2017 Institute of Transportation Engineers (ITE) employment multipliers as a proxy for future nonresidential floor area (Figure C8). The prototype for industrial development is industrial park (ITE 130) with an average of 864 square feet per employee. For commercial development, a shopping center (ITE 820) is a reasonable proxy with 427 square feet per employee. The prototype for office / institutional development is general office (ITE 710) with an average of 337 square feet per job.

Figure C8: Institute of Transportation Engineers, Employee and Building Area Ratios

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	8.36	14.34	0.58	na
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School	1,000 Sq Ft	14.07	22.25	0.63	1,581
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
620	Nursing Home	bed	3.06	2.91	1.05	na
710	General Office (average size)	1,000 Sq Ft	9.74	3.28	2.97	337
715	Single Tenant Office	1,000 Sq Ft	11.25	3.77	2.98	335
720	Medical-Dental Office	1,000 Sq Ft	34.80	8.70	4.00	250
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
820	Shopping Center (average size)	1,000 Sq Ft	37.75	16.11	2.34	427

1. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Nonresidential Projections

Future nonresidential development is projected based on 2010 through 2018 Coconino County Tax Assessor data. For each year beyond the 2019 base year, industrial development increases by 5,040 square feet per year, commercial/retail development increases by 73,741 square feet per year, office development increases by 12,676 square feet per year, and institutional development increases by 37,343 square feet per year.

To project employment, TischlerBise applies employment multipliers shown in Figure C8 to the projected floor area. For example, the industrial floor area increase of 5,040 square feet per year results in an employment increase of approximately six industrial jobs per year (5,040 square feet / 864 square feet per employee). Over the next 10 years, Flagstaff is projected to gain 3,270 jobs and 1.29 million square feet of nonresidential floor area.

Figure C9: Nonresidential Development Projections

	2019	2020	2021	2022	2023	2024	2029	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial / Flex	5,358	5,364	5,370	5,375	5,381	5,387	5,416	**58**
Commercial / Retail	14,122	14,294	14,467	14,640	14,812	14,985	15,849	**1,727**
Office / Institutional	24,692	24,841	24,989	25,138	25,286	25,435	26,177	**1,484**
Total Employment	**44,172**	**44,499**	**44,826**	**45,153**	**45,480**	**45,807**	**47,441**	**3,270**
Nonres. Floor Area (x1,000)								
Industrial / Flex	4,987	4,992	4,997	5,002	5,007	5,012	5,037	**50**
Commercial / Retail	7,360	7,434	7,508	7,582	7,655	7,729	8,098	**737**
Office / Institutional	5,344	5,394	5,444	5,494	5,544	5,594	5,844	**500**
Total Nonres. Floor Area	**17,691**	**17,820**	**17,949**	**18,077**	**18,206**	**18,335**	**18,979**	**1,288**

AVERAGE WEEKDAY VEHICLE TRIPS

Average Weekday Vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 10th Edition*, published by the ITE in 2017. A vehicle trip end represents a vehicle entering or exiting a development (as if a traffic counter were placed across a driveway).

Trip Rate Adjustments

To calculate road development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the development impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 55 percent to account for commuters leaving Flagstaff for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure C10, the U.S. Census Bureau's OnTheMap web application indicates that 35 percent of resident workers traveled outside of Flagstaff for work in 2015. In combination, these factors (0.31 x 0.50 x 0.35 = 0.05) support the additional five percent allocation of trips to residential development.

Figure C10: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters[1]	
Employed Residents	30,459
Residents Living and Working in Flagstaff	19,842
Residents Commuting Outside Flagstaff for Work	10,617
Percent Commuting out of Flagstaff	35%
Additional Production Trips[2]	5%
Residential Trip Adjustment Factor	55%

1. U.S. Census Bureau, OnTheMap Application (version 6.1.1) and LEHD Origin-Destination Employment Statistics, 2015.

2. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2015 indicate that 35 percent of Flagstaff's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.35 = 0.05) account for 5 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (5 percent of production trips) for a total of 55 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Nonresidential Vehicle Trips Ends

ITE publishes national average weekday trip generation rates for many types of development. For industrial / flex development, industrial park (ITE 130) is the prototype for future development, generating 3.37 trip ends per 1,000 square feet on an average weekday. For future commercial / retail development, an average size shopping center (ITE 820) is a reasonable proxy with 37.75 trip ends per 1,000 square feet. For future office / institutional development, an general office (ITE 710) is a reasonable proxy with 9.74 trip ends per 1,000 square feet.

Figure A11: Institute of Transportation Engineers, Average Weekday Vehicle Trip Ends

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	8.36	14.34	0.58	na
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School	1,000 Sq Ft	14.07	22.25	0.63	1,581
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
620	Nursing Home	bed	3.06	2.91	1.05	na
710	General Office (average size)	1,000 Sq Ft	9.74	3.28	2.97	337
715	Single Tenant Office	1,000 Sq Ft	11.25	3.77	2.98	335
720	Medical-Dental Office	1,000 Sq Ft	34.80	8.70	4.00	250
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
820	Shopping Center (average size)	1,000 Sq Ft	37.75	16.11	2.34	427

1. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Residential Vehicle Trip Ends

ITE publishes vehicle trip generation rates for residential development. Based on the 10th Edition of Trip Generation (2017) the national average for single-family units is 9.44 (ITE 210) average weekday vehicle trip ends per dwelling. Multi-family residential development generates 5.44 (ITE 221) average weekday vehicle trip ends per dwelling.

FUNCTIONAL POPULATION

TischlerBise recommends functional population to allocate the cost of certain facilities to residential and nonresidential development. As shown in Figure C12, functional population accounts for people living and working in a jurisdiction. OnTheMap is a web-based mapping and reporting application that shows where workers are employed and where they live. It describes geographic patterns of jobs by their employment locations and residential locations as well as the connections between the two locations. OnTheMap was developed through a unique partnership between the U.S. Census Bureau and its Local Employment Dynamics (LED) partner states.

Residents who do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents who work in Flagstaff are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Flagstaff are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data for Flagstaff, residential development accounts for 67 percent of functional population while nonresidential development accounts for the remaining 33 percent.

Figure C12: Functional Population

Demand Units in 2015					
Residential				Demand Hours/Day	Person Hours
Population	59,640				
Residents Not Working		29,181		20	583,628
Employed Residents		30,459			
Employed in Flagstaff			19,842	14	277,788
Employed outside Flagstaff			10,617	14	148,638
				Residential Subtotal	1,010,054
				Residential Share	67%
Nonresidential					
Non-working Residents		29,181		4	116,726
Jobs Located in Flagstaff		37,109			
Residents Employed in Flagstaff			19,842	10	198,420
Non-Resident Workers (inflow commuters)			17,267	10	172,670
				Nonresidential Subtotal	487,816
				Nonresidential Share	33%
				Total	1,497,870

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

DEVELOPMENT PROJECTIONS

Provided below is a summary of citywide development projections used in the development fee study. Base year estimates for 2019 are used in the development fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure C13: Development Projections Summary

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population	**75,756**	**77,097**	**78,438**	**79,780**	**81,121**	**82,462**	**83,803**	**85,145**	**86,486**	**87,827**	**89,168**	**13,412**
Housing Units												
Single Family	14,441	14,705	14,969	15,233	15,497	15,761	16,025	16,289	16,553	16,817	17,081	**2,640**
Multi-Family	12,565	12,865	13,165	13,465	13,765	14,065	14,365	14,665	14,965	15,265	15,565	**3,000**
Total Housing Units	**27,006**	**27,570**	**28,134**	**28,698**	**29,262**	**29,826**	**30,390**	**30,954**	**31,518**	**32,082**	**32,646**	**5,640**
Employment												
Industrial / Flex	5,358	5,364	5,370	5,375	5,381	5,387	5,393	5,399	5,405	5,410	5,416	**58**
Commercial / Retail	14,122	14,294	14,467	14,640	14,812	14,985	15,158	15,331	15,503	15,676	15,849	**1,727**
Office / Institutional	24,692	24,841	24,989	25,138	25,286	25,435	25,583	25,731	25,880	26,028	26,177	**1,484**
Total Employment	**44,172**	**44,499**	**44,826**	**45,153**	**45,480**	**45,807**	**46,134**	**46,461**	**46,788**	**47,115**	**47,441**	**3,270**
Nonres. Floor Area (x1,000)												
Industrial / Flex	4,987	4,992	4,997	5,002	5,007	5,012	5,017	5,022	5,027	5,032	5,037	**50**
Commercial / Retail	7,360	7,434	7,508	7,582	7,655	7,729	7,803	7,877	7,950	8,024	8,098	**737**
Office / Institutional	5,344	5,394	5,444	5,494	5,544	5,594	5,644	5,694	5,744	5,794	5,844	**500**
Total Nonres. Floor Area	**17,691**	**17,820**	**17,949**	**18,077**	**18,206**	**18,335**	**18,464**	**18,593**	**18,721**	**18,850**	**18,979**	**1,288**

APPENDIX D: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Flagstaff will collect development fees from all new residential units. One-time development fees are determined by site capacity (i.e. number of residential units).

Single-Family Units:

1. **Single-family detached** is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. **Single-family attached (townhouse)** is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. **Mobile home** includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family Units:

1. **2+ units (duplexes and apartments)** are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. **Boat, RV, Van, Etc.** includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Flagstaff. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Assisted Living: An assisted living complex is a residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to mentally or physically limited persons. It commonly has separate living quarters for residents. Its services typically include dining, housekeeping, social and physical activities, medication administration, and transportation.

Commercial / Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters, hotels, and motels.

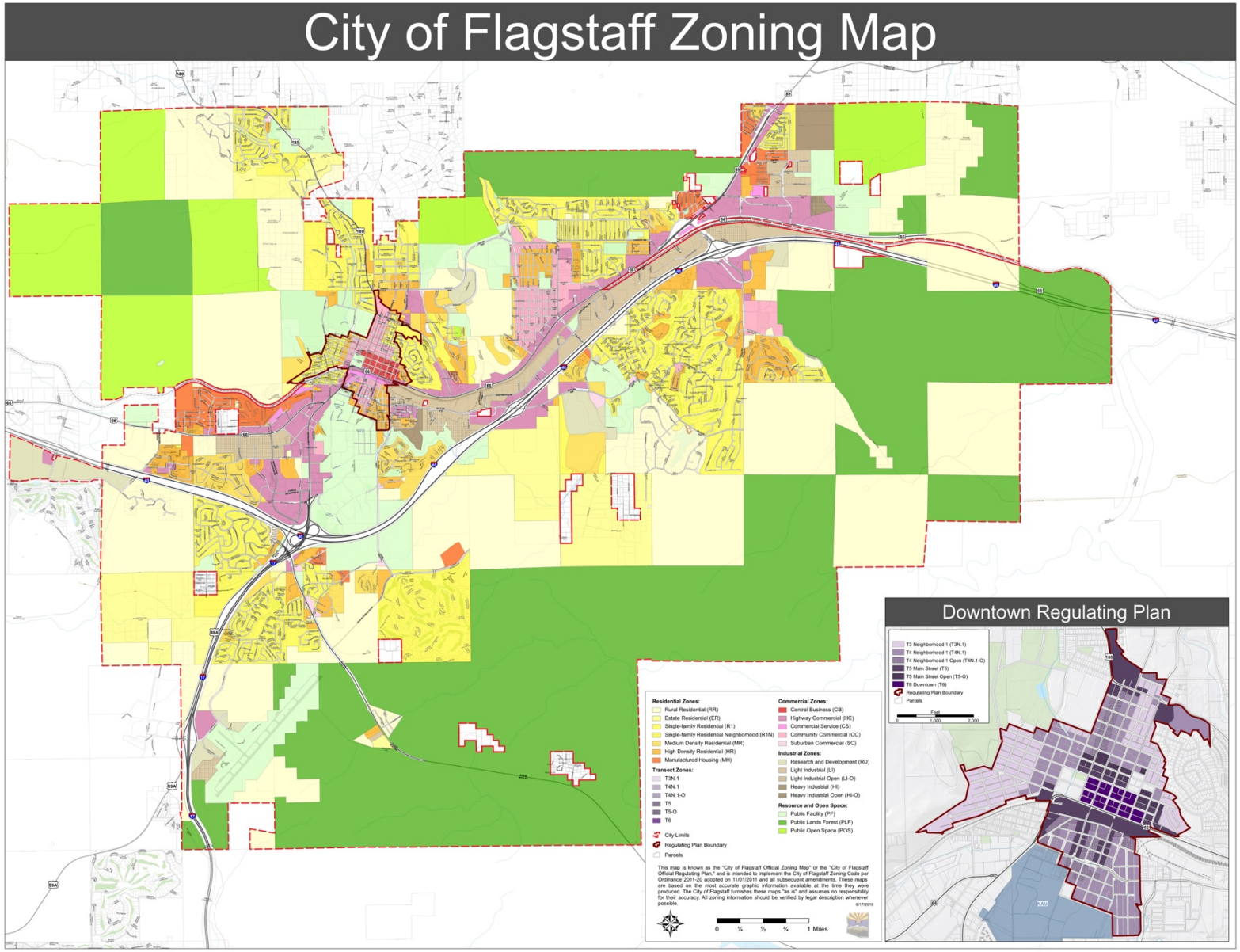
Hotel: A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

Industrial / Flex: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Nursing Home: A nursing home is any facility whose primary function is to provide care for persons who are unable to care for themselves. Examples of such facilities include rest homes and chronic care and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites.

Office / Institutional: Establishments providing management, administrative, professional, or business services, personal and health care services, public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Office / Institutional* includes banks, business offices, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, and government buildings.

APPENDIX E: DEVELOPMENT FEE SERVICE AREA MAP



Adoption of Public Safety Development Fees

October 20, 2020

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Development Fees

Every 5 Years

- State statutes require that all existing development fees be reviewed and updated every 5 years.
- The latest fees were adopted in 2014.
- Prior to updating fees the City must first adopt a new Land Use Assumptions and Infrastructure Improvement Plan (LUA and IIP).
- The LUA and IIP was adopted by Council on April 7th. A public hearing on the proposed development fees was held on September 15, 2020.

Proposed Fire Fees

Fee Component	Cost per Person	Cost per Job
Facilities	$252.05	$212.91
Apparatus	$139.17	$117.56
Communications Equipment	$14.04	$11.86
Development Fee Report	$2.25	$4.54
Total	$407.51	$346.87

Residential Development	Fees per Unit			
Development Type	Persons per Household[1]	Proposed Fees	Current Fees	Change
Single-Family Units				
0-1 Bedrooms	1.91	$778	$366	$412
2 Bedrooms	2.19	$892	$366	$526
3 Bedrooms	2.63	$1,071	$366	$705
4+ Bedrooms	3.33	$1,357	$366	$991
Multi-Family Units				
0-1 Bedrooms	1.58	$643	$342	$301
2 Bedrooms	2.20	$896	$342	$554
3+ Bedrooms	3.32	$1,352	$342	$1,010

Nonresidential Development	Fees per Square Foot			
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Change
Industrial / Flex	1.16	$0.40	$0.08	$0.32
Commercial / Retail	2.34	$0.81	$0.59	$0.22
Office / Institutional	2.97	$1.03	$0.23	$0.80
Hotel (per room)	0.58	$202	N/A	N/A
Nursing Home (per bed)	1.05	$364	N/A	N/A
Assisted Living (per bed)	0.61	$212	N/A	N/A

1. See Land Use Assumptions

Proposed Police Fees

Fee Component	Cost per Person	Cost per Veh Trip
Facilities	$141.05	$43.64
Vehicles	$39.13	$12.11
Communications Equipment	$19.67	$6.09
Development Fee Report	$2.19	$1.29
Total	$202.04	$63.13

Residential Development	Fees per Unit			
Development Type	Persons per Household[1]	Proposed Fees	Current Fees	Change
Single-Family Units				
0-1 Bedrooms	1.91	$385	$182	$203
2 Bedrooms	2.19	$442	$182	$260
3 Bedrooms	2.63	$531	$182	$349
4+ Bedrooms	3.33	$672	$182	$490
Multi-Family Units				
0-1 Bedrooms	1.58	$319	$170	$149
2 Bedrooms	2.20	$444	$170	$274
3+ Bedrooms	3.32	$670	$170	$500

Nonresidential Development	Fees per Square Foot			
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Change
Industrial / Flex	1.69	$0.10	$0.03	$0.07
Commercial / Retail	12.46	$0.78	$0.29	$0.49
Office / Institutional	4.87	$0.30	$0.11	$0.19
Hotel (per room)	4.18	$263	N/A	N/A
Nursing Home (per bed)	1.53	$96	N/A	N/A
Assisted Living (per bed)	1.30	$82	N/A	N/A

1. See Land Use Assumptions

Proposed Combined Fees

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Current Fees

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single Family	$366	$182	$548
Multi-Family	$342	$170	$512

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial Flex	$0.08	$0.03	$0.11
Commercial	$0.59	$0.29	$0.88
Office	$0.23	$0.11	$0.34

Proposed Fees

Residential Development	Fees per Unit		
Development Type	Fire	Police	Total
Single-Family Units			
0-1 Bedrooms	$778	$385	$1,163
2 Bedrooms	$892	$442	$1,334
3 Bedrooms	$1,071	$531	$1,602
4+ Bedrooms	$1,357	$672	$2,029
Multi-Family Units			
0-1 Bedrooms	$643	$319	$962
2 Bedrooms	$896	$444	$1,340
3+ Bedrooms	$1,352	$670	$2,022

Nonresidential Development	Fees per Square Foot		
Development Type	Fire	Police	Total
Industrial / Flex	$0.40	$0.10	$0.50
Commercial / Retail	$0.81	$0.78	$1.59
Office / Institutional	$1.03	$0.30	$1.33
Hotel (per room)	$202	$263	$465
Nursing Home (per bed)	$364	$96	$460
Assisted Living (per bed)	$212	$82	$294

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jack Fitchett, Management Analyst
Co-Submitter:	Anja Wendel
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-27: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, by adopting a new chapter 3-12 Short-Term Rentals; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-27 by title only for the final time.
2) City Clerk reads Ordinance No. 2020-27 by title only (if approved above)
3) Adopt Ordinance No. 2020-27

Executive Summary:

A short-term rental (STR) is a single-family residence, unit within a condominium, cooperative or timeshare, or owner-occupied residential home that is rented for lodging accommodations of 30 days or less ("transient lodging"). It will also include a unit in a multiple-family dwelling unit offered for transient lodging.

The Short-Term Rental Ordinance will bring the City in line with current State law regarding short-term rental rules and regulations and provide clear and consistent messaging to our residents. This ordinance outlines the expectations, rules and regulations that come with operating a short-term rental (STR).

The key takeaways of this ordinance's requirements are:

1. STRs shall acquire a Transaction Privilege Tax (TPT) license.
2. STRs shall post all required information on site,as specified in this ordinance and in accordance with State law.
3. STRs shall register with all required information on the City site, as specified in this ordinance, i.e. owner's emergency contact information, etc.
4. No STR shall advertise their property in a way that would violate the City Code.

Additionally, this ordinance defines key terms and outlines civil penalties for owners of STRs that are in violation of any section of this ordinance.

Financial Impact:

By ensuring all short-term rentals are obtaining a Transaction Privilege Tax (TPT) license from the Arizona Department of Revenue, the City expects that its local tax revenues from STRs will rise. STRs are required to pay the same local TPT rate as hotels (4.281%) of gross revenue from taxable activity.

Although the ordinance will not be effective until January 1, 2021, STRs should already have TPT licenses and be remitting taxes to the Arizona Department of Revenue per existing state law.

Policy Impact:

This ordinance will help ensure that hotels and STRs are subject to the same tax treatment, as they are engaging in similar taxable business activity. This ordinance will also help us to better understand the number of STRs operating in the community, the effects of STRs on housing supply and the hotel industry in general, which may affect future policy decisions. The ordinance will also help STRs be operated in conformance with our land use codes that protect public health and welfare.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Livable Community: Achieve a well maintained community through comprehensive and equitable code compliance.

Has There Been Previous Council Decision on This:

No.

Background/History:

In 2016 the Arizona Legislature preempted municipalities from taking action that would prohibit STRs (SB 1350).

In 2019 the Arizona Legislature passed HB 2762 allowing municipalities to require specific information as it relates to STRs, and gave some additional flexibility in how municipalities could regulate these properties.

On September 15, 2020, Council approved a contract with LodgingRev for software that would assist the City track, monitor, and enforce STRs. This software also allows STR owners the ability to register with the City free of charge. This software will also greatly assist our Code Compliance staff with enforcement related to this ordinance.

It was estimated in September 2020 that there are between 1300 - 1700 unique short-term rental properties operating within the City of Flagstaff municipal boundary.

Attachments: Ord. 2020-27

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, BY ADOPTING A NEW CHAPTER 3-12 SHORT-TERM RENTALS; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, in 2019 the State Legislature adopted Chapter 240, a new law relating to regulation of vacation rentals and short-term rentals, and codified in A.R.S. §§ 9-500.39, 11-269.17, 42-1125.02, 42-2001, 42-2003, and 42-5042; and

WHEREAS, pursuant to A.R.S. § 9-500.39 the City has limited authority to regulate short-term rentals as defined by state law to protect public health and safety, and is required to report verified violations of unlawful uses of such rental properties to the Arizona Department of Revenue; and

WHEREAS, the City desires to regulate short-term rentals and transient lodging accommodations, including rental of dwelling units within multiple-family developments, within the limits of its authority; and

WHEREAS, the City desires to monitor and obtain a greater understanding of how short-term rentals and transient lodging accommodations, including rental of dwelling units within multiple-family developments, affect the local economy, residential neighborhoods, and housing supply.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 3 *Business Regulations,* is amended by adding a new Chapter 3-12, *Short-Term Rentals,* to read as follows:

CHAPTER 3-12 SHORT-TERM RENTALS

3-12-001-0001 DEFINITIONS

FOR PURPOSES OF THIS CHAPTER:

“LODGING ACCOMMODATION” HAS THE SAME MEANING AS PRESCRIBED IN A.R.S. § 42-5076 AND MEANS ANY SPACE OFFERED TO THE PUBLIC FOR LODGING, INCLUDING ANY HOTEL, MOTEL, INN, TOURIST HOME OR HOUSE, DUDE RANCH, RESORT, CAMPGROUND, STUDIO OR BACHELOR HOTEL, LODGING HOUSE, ROOMING HOUSE, RESIDENTIAL HOME, APARTMENT HOUSE, DORMITORY, PUBLIC OR PRIVATE CLUB, MOBILE HOME OR HOUSE TRAILER AT A FIXED LOCATION IN THIS STATE OR OTHER SIMILAR STRUCTURE OR SPACE (SUCH AS A DWELLING UNIT IN A MULTIPLE-FAMILY

DEVELOPMENT).

“NON-RESIDENTIAL USE” MEANS ANY USE PROHIBITED IN A RESIDENTIALLY-ZONED DISTRICT OF THE CITY.

“ON-LINE LODGING OPERATOR” HAS THE SAME MEANING AS PRESCRIBED IN A.R.S. § 42-5076 AND MEANS A PERSON THAT IS ENGAGED IN THE BUSINESS OF RENTING TO AN OCCUPANT, INCLUDING A TRANSIENT AS DEFINED IN § 42-5070, ANY LODGING ACCOMMODATION IN THIS STATE OFFERED THROUGH AN ONLINE LODGING MARKETPLACE.

“ON-LINE LODGING MARKET PLACE” HAS THE SAME MEANING AS PRESCRIBED IN A.R.S. § 42-5076 AND GENERALLY MEANS A PERSON THAT PROVIDES A DIGITAL PLATFORM FOR COMPENSATION THROUGH WHICH AN UNAFFILIATED THIRD PARTY OFFERS TO RENT LODGING ACCOMMODATIONS IN THIS STATE TO AN OCCUPANT, INCLUDING A TRANSIENT.

“SHORT-TERM RENTAL” OR “STR” MEANS ANY INDIVIDUALLY OR COLLECTIVELY OWNED SINGLE-FAMILY OR ONE-TO-FOUR FAMILY HOUSE OR DWELLING UNIT OR ANY UNIT OR GROUP OF UNITS IN A CONDOMINIUM, COOPERATIVE OR TIMESHARE, THAT IS ALSO A TRANSIENT PUBLIC LODGING ESTABLISHMENT OR OWNER-OCCUPIED RESIDENTIAL HOME OFFERED FOR TRANSIENT USE IF THE ACCOMMODATIONS ARE NOT CLASSIFIED FOR PROPERTY TAXATION UNDER A.R.S. § 42-12001. A SHORT-TERM RENTAL SHALL ALSO INCLUDE A DWELLING UNIT IN A MULTIPLE-FAMILY DEVELOPMENT OFFERED FOR RENT AS TRANSIENT LODGING.

“TRANSIENT” MEANS 30 DAYS OR LESS.

“UNLAWFUL USE OF A SHORT-TERM RENTAL” MEANS USE OF A SHORT-TERM RENTAL PROPERTY FOR ANY NONRESIDENTIAL USE, SPECIAL EVENTS THAT REQUIRE A PERMIT OR LICENSE, RETAIL BUSINESS, RESTAURANT, EVENT CENTER, BANQUET HALL OR OTHER USES PROHIBITED BY ARIZONA REVISED STATUTES, SECTION 9-500.39 AS MAY BE AMENDED.

“VACATION RENTAL” MEANS A SHORT-TERM RENTAL.

“VERIFIED VIOLATION” MEANS A FINAL ADJUDICATION FINDING OF GUILT OR CIVIL RESPONSIBILITY FOR VIOLATING ANY CITY CODE REGULATION RELATING TO UNLAWFUL USE OF A SHORT-TERM RENTAL.

ANY ARIZONA REVISED STATUTE (“A.R.S.”) REFERENCED IN THIS CITY CODE, SHALL MEAN THE LAW AS MAY BE AMENDED FROM TIME TO TIME.

3-12-001-0002 STR REGISTRATION

A. BEFORE OFFERING FOR RENT OR RENTING A SHORT-TERM RENTAL, THE OWNER SHALL PROVIDE TO THE CITY THE RENTAL ADDRESS; OWNER’S NAME; AND THE NAME, TELEPHONE NUMBER, AND EMAIL ADDRESS OF AN EMERGENCY CONTACT WHO CAN BE REACHED AT ANY TIME OF DAY. THE CITY MAY REQUIRE USE OF AN ONLINE REGISTRATION SYSTEM. THERE IS NO REGISTRATION FEE.

B. THE OWNER OF A TRANSIENT LODGING ACCOMMODATION THAT IS NOT A SHORT-TERM RENTAL MAY VOLUNTARILY REGISTER WITH THE CITY IN THE SAME MANNER AS THE OWNER OF A SHORT-TERM RENTAL.

3-12-001-0003 STR AND NOTICE TO BE POSTED

THE OWNER OF A SHORT-TERM RENTAL SHALL POST AND MAINTAIN A COPY OF THE EMERGENCY CONTACT REGISTRATION WHICH INCLUDES THE FOLLOWING NOTICE, IN A CONSPICUOUS PLACE WITHIN TEN (10) FEET FROM THE PRIMARY ENTRANCE TO THE SHORT-TERM RENTAL:

NOTICE

IT IS UNLAWFUL TO USE THIS PROPERTY FOR ANY NONRESIDENTIAL USE, SPECIAL EVENTS THAT REQUIRE A PERMIT OR LICENSE, RETAIL BUSINESS, RESTAURANT, EVENT CENTER, BANQUET HALL OR OTHER USES PROHIBITED BY ARIZONA REVISED STATUTES, SECTION 9-500.39.B, AS MAY BE AMENDED.

3-12-001-0004 STR COMPLIANCE, COMPLAINTS AND REPORTING

A. THE CITY POLICE DEPARTMENT AND CITY CODE COMPLIANCE MANAGER OR DESIGNEE IS DELEGATED AUTHORITY TO ENFORCE THIS CHAPTER.

B. THE CITY MAY USE EMERGENCY CONTACT INFORMATION TO RESPOND TO COMPLAINTS INVOLVING THE SHORT-TERM RENTAL.

C. THE CITY WILL MAKE A REASONABLE ATTEMPT TO PROMPTLY NOTIFY THE OWNER OR THE EMERGENCY CONTACT REGARDING AN ALLEGED VIOLATION OF CITY CODE RELATING TO AN UNLAWFUL USE OF A SHORT-TERM RENTAL PROPERTY.

D. THE CITY WILL ISSUE CITATIONS FOR AN ALLEGED VIOLATION OF A CITY CODE REGULATION RELATING TO AN UNLAWFUL USE OF A SHORT-TERM RENTAL. FOR EXAMPLE, A BUILDING CODE OCCUPANCY VIOLATION OCCURING ON A SHORT-TERM RENTAL PROPERTY WILL BE CITED AS A BUILDING CODE VIOLATION, AND NO SEPARATE CITATION WILL BE ISSUED FOR UNLAWFUL USE OF A SHORT-TERM RENTAL AS DEFINED IN THIS CHAPTER.

E. WITHIN 30 DAYS AFTER A VERIFIED VIOLATION, THE CITY WILL ENDEAVOR TO NOTIFY THE ARIZONA DEPARTMENT OF REVENUE AND THE OWNER OF THE SHORT-TERM RENTAL OF THE FOLLOWING:

   i. A DESCRIPTION OF THE VIOLATION, LEGAL AUTHORITY, AND RESPONSIBLE PARTY;
   ii. DATE OF VIOLATION;
   iii. ANY CIVIL PENALTY AMOUNT ASSESSED ON THE OWNER.

3-12-001-0005 STR AND LODGING ACCOMODATIONS: TAX COMPLIANCE

IT IS UNLAWFUL TO OFFER FOR RENT OR RENT A SHORT-TERM RENTAL OR LODGING ACCOMMODATION PROPERTY, UNLESS:

A. THE OWNER OR ONLINE LODGING OPERATOR HAS A CURRENT TRANSACTION PRIVILEGE TAX LICENSE FOR THE PROPERTY ISSUED BY THE ARIZONA DEPARTMENT OF REVENUE; AND
B. THE TRANSACTION PRIVILEGE TAX LICENSE NUMBER FOR THE PROPERTY IS LISTED ON EACH ADVERTISEMENT OR OFFER TO RENT THE PROPERTY.

POSSIBLE VIOLATIONS OF THIS SUBSECTION MAY BE REPORTED TO THE ARIZONA DEPARTMENT OF REVENUE FOR ENFORCEMENT.

3-12-001-0006 STR AND LODGING ACCOMMODATIONS: ADVERTISING

IT IS UNLAWFUL TO OFFER FOR RENT A SHORT-TERM RENTAL OR LODGING ACCOMMODATION FOR ANY USE THAT WOULD BE A VIOLATION OF CITY CODE.

3-12-001-0007 CIVIL PENALTIES

A. ANY PERSON FOUND IN VIOLATION OF SECTION 3-12-001-0002 (RELATING TO SHORT-TERM RENTAL REGISTRATION), 3-12-001-0003 (RELATING TO SHORT-TERM RENTAL NOTICES), SECTION 3-12-001-0006 (RELATING TO ADVERTISING) SHALL BE GUILTY OF A CIVIL INFRACTION AND SHALL BE FINED A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00). ANY VIOLATION WHICH IS CONTINUING IN NATURE SHALL CONSTITUTE A SEPARATE OFFENSE ON EACH SUCCESSIVE DATE THE VIOLATION CONTINUES, UNLESS OTHERWISE PROVIDED.

B. WHEN AN ONLINE LODGING OPERATOR FAILS TO COMPLY WITH A.R.S. § 42-5042 (RELATING TO TAX COMPLIANCE), OR AN ONLINE LODGING OPERATOR HAS RECEIVED A VERIFIED VIOLATION, THEN A.R.S. § 42-1125.02 ESTABLISHES STATE PENALTIES FOR SUCH VIOLATIONS. THE ARIZONA DEPARTMENT OF REVENUE WILL COUNT CITY CIVIL PENALTIES TOWARDS THE STATE PENALTIES OWED.

SECTION 2. Penalties.

Any person found in violation of this ordinance shall be guilty of a civil infraction and shall be fined a sum not to exceed five hundred dollars ($500.00). Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of

the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 5. Effective Date.

This ordinance shall be effective January 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of November 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kevin Fincel, Deputy City Attorney
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-26: An ordinance amending Title 11, *General Plans and Subdivisions*, Division 11-10.30, *Specific Plans*, to provide clarification regarding the process for adopting and amending specific plans.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-26 by title only for the final time
2) City Clerk reads Ordinance No. 2020-26 by title only (if approved above)
3) Adopt Ordinance No. 2020-26

Executive Summary:

Title 11 of the City Code provides procedures and standards for the adoption, amendment and readoption of the City's General Plan and specific plans in accordance with A.R.S. § 9-461.01 et. seq. The proposed amendments provide additional detail and clarification regarding the process for adopting and amending specific plans.

Financial Impact:

None.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices (SP)3.2/ 3.4/ (RP)PF.1-3/ LU.7/ E&C.3/ T.2/ T.5-8/ WR.2/ WR.5-6/ NH.4

Regional Plan

Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-26

ORDINANCE NO. 2020-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING CITY CODE TITLE 11, GENERAL PLANS AND SUBDIVISIONS, DIVISION 11-10.30, SPECIFIC PLANS, TO PROVIDE ADDITIONAL DETAIL AND CLARIFICATION REGARDING THE PROCESS FOR ADOPTING AND AMENDING SPECIFIC PLANS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, title 11 of the City Code provides procedures and standards for the adoption, amendment and readoption of the City's General Plan and specific plans in accordance with A.R.S. § 9-461.01 et. seq.; and

WHEREAS, the proposed amendments provide additional detail and clarification regarding the process for adopting and amending specific plans.

ENACTMENTS:

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

SECTION 1. City Code Title 11, *General Plans and Subdivisions*, Division 11-10.30, *Specific Plans*, is hereby amended as follows (deleted text is struck and added text is in bolded, red font):

11-10.30.030 Specific Plan Adoption/Amendment

A. Initiation. The preparation of a Specific Plan may be initiated by the Director, by request from the Council, or by a property owner or group of property owners and their agent.

B. Preparation of a Specific Plan.

1. If the preparation of a Specific Plan is requested by the Council, the Director shall cause a Specific Plan to be prepared in accordance with a schedule to be determined by the City Manager.

2. If a request for the preparation of a Specific Plan is initiated by a property owner or group of owners, the plan shall be prepared by the property owner(s) for review and revision by the Director; provided, that:

a. The proposed Specific Plan conforms to the General Plan and the elements of this section and it includes the requirements for a Specific Plan provided in subsection (D) of this section, Format and Contents of Specific Plan;
b. The Specific Plan will be prepared by an interdisciplinary team of qualified professionals including but not limited to urban planners, architects, landscape architects, market analysts, and engineers; and

c. The minimum area of the Specific Plan is such that a range of uses can be accommodated and well integrated.

C. Configuration of Specific Plan. A proposed Specific Plan shall be configured to include all land within the Specific Plan boundary.

D. Format and Contents of Specific Plan. An application for a Specific Plan shall be on a form prescribed by the Director and available in the Community Development Division, and shall include, at a minimum, all information required for a major amendment to the General Plan plus the following additional information, if applicable as determined by the Director:

1. A precise map showing the land to be included within the proposed Specific Plan;

2. For all Specific Plan applications initiated by a property owner(s) or their agent, the written consent of all owners of the real property within the Specific Plan and a list, by name and title, of all ownership interests in the real property;

3. A letter of authorization for an agent, if applicable;

4. A statement of intent of the Specific Plan. The statement of intent is a written statement that outlines the need or desire for a Specific Plan;

5. A site and area analysis report that shall include the following elements:

   a. Surface hydrology and water resources;
   b. Topography and slope analysis;
   c. Summary of General Plan requirements;
   d. Environmental overview and assessment, including soils and geology, type of vegetation, etc.;
   e. Existing structures, roads, and other development;
   f. Existing infrastructure and public services;
   g. Existing zoning/land use information;
   h. Traffic analysis;
   i. Cultural resource investigation;
   j. Synthesis and summary of analysis; and
   k. An analysis of the current context of the area in which the Specific Plan will be applied, including the identification of existing land uses, environmental conditions, public facilities/infrastructure and planning area issues;

6. Concept or Illustrative Plan. The concept or illustrative plan, a graphic illustration of potential land uses with descriptive text, shall be presented to the Director upon completion of the preliminary site and area analysis report. The Director will make a preliminary determination as to conformance with the General Plan, will determine whether a General Plan amendment is required, and will identify planning issues to be addressed in the submittal of the final Specific Plan. If it is determined that a plan amendment(s) is required, an application for General Plan amendment shall be filed concurrently with the Specific Plan submittal;

7. Specific Plan Proposal. After preliminary approval of the concept plan, a complete Specific Plan proposal shall be submitted which includes, but may not be limited to, the following:

a. Map Elements.

(1) The distribution, location and extent of all land uses with proposed densities and building heights;
(2) Existing and planned land uses within three hundred (300) feet of the Specific Plan boundary;
(3) Open space, recreational facilities, parks and trails;
(4) Public, educational, health care, and religious facilities;
(5) Drainage strategy;
(6) Name and location of existing or proposed arterial and collector streets located within the area to be regulated by the Specific Plan or needed for servicing that area; and
(7) Location and extent of existing or proposed provisions for sewage disposal, effluent use, storm water drainage, solid waste disposal and public utilities.

b. Text. The text of the Specific Plan shall describe the following:

(1) A statement of the long term direction of the Specific Plan identifying development opportunities, and formulating objectives, policies and implementation measures;
(2) A statement(s) indicating how existing and approved elements of the General Plan will be supported by the proposed Specific Plan;
(3) The compatibility of the Specific Plan with adjoining land uses;
(4) Recommendations and programs for systematic implementation of the Specific Plan and, if applicable, recommendations regarding annexation agreements and required ordinance or policy changes;
(5) Specific development standards for the map elements as described in the site and area analysis;
(6) Drainage strategy;
(7) Configuration and criteria for the phasing and maintenance of arterial and collector streets proposed for the Specific Plan area or needed for servicing the project;
(8) Configuration and criteria for the phasing and maintenance of sewage disposal, effluent use, storm water drainage, solid waste disposal and public utilities;
(9) Criteria for the conservation, development, or utilization of natural resources, including surface water, soils, vegetation and wildlife;
(10) General landscape program;
(11) For single-phase plans, a draft schedule for the preservation of site features established by the plan and the construction, dedication and provision of public services;
(12) For multi-phased plans, a draft schedule for the preservation of site features established by the plan, the development of the various planning areas of the Specific Plan, and the construction dedication and provision of public services;
(13) Provisions to update the Specific Plan every five (5) years to reflect changing market conditions, governmental regulations, and physical conditions; and
(14) Demonstration of conformance with the General Plan, or, if required by the Director, a General Plan amendment application.

c. A nonrefundable fee in accordance with Appendix 2, Planning Fee Schedule, provided in City Code Title 10, Zoning Code.
d. Incomplete submittals will not be reviewed.

E. Review and Recommendation by the Director. Upon completion of the Specific Plan, the Director shall review the plan and submit it to the Planning Commission. No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the General Plan.

F. Citizen Review. All applications for Specific Plans shall be subject to a citizen review process that provides effective, early and continuous public participation in accordance with the provisions set forth in Section 11-10.10.020(D)(3), Neighborhood Meeting. The Director may establish additional procedures for the citizen review process.

~~G. Planning Commission and Council Consideration. A Specific Plan will follow the procedures applicable to major amendments to the General Plan.~~

G. PUBLIC HEARING REQUIREMENTS FOR SPECIFIC PLANS. ADOPTION OF A SPECIFIC PLAN AND PROPOSED AMENDMENTS TO A SPECIFIC PLAN SHALL REQUIRE AT LEAST TWO (2) PUBLIC HEARINGS BEFORE THE PLANNING AND ZONING COMMISSION. THE HEARINGS SHALL BE HELD IN TWO (2) SEPARATE LOCATIONS IN THE CITY. NOTICE OF THE TIME AND PLACE OF EACH PUBLIC HEARING SHALL BE MADE BY PUBLICATION OF A NOTICE AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION PUBLISHED OR CIRCULATED IN THE CITY AT LEAST FIFTEEN (15) DAYS BUT NOT MORE THAN THIRTY (30) DAYS BEFORE THE PUBLIC HEARING.

H. SUPPLEMENTAL NOTICE REQUIREMENTS FOR SPECIFIC PLANS. ADOPTION OF A SPECIFIC PLAN AND PROPOSED AMENDMENTS TO A SPECIFIC PLAN SHALL BE NOTICED AS SET FORTH IN SECTION 11-10.20.020(B)(3).

I. APPROVAL BY COUNCIL. ADOPTION OF A SPECIFIC PLAN AND PROPOSED AMENDMENTS TO A SPECIFIC PLAN SHALL BE APPROVED BY AFFIRMATIVE VOTE OF AT LEAST FIVE (5) MEMBERS OF THE COUNCIL.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

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

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dan Folke, Community Development Director

Co-Submitter: Bryce Doty

Date: 10/28/2020

Meeting Date: 11/03/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-29: An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,200 square feet of public right-of-way adjacent to 4013 S. Holland Road; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the November 3, 2020 Council Meeting:

1) Hold Public Hearing
2) Read Ordinance No. 2020-29 by title only for the first time
3) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)

At the November 17, 2020 Council Meeting:

4) Hold Public Hearing
5) Read Ordinance No. 2020-29 by title only for the final time
6) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)
7) Adopt Ordinance No. 2020-29

Executive Summary:

The property owner of a single family home at 4013 S. Holland Road has requested the city abandon and sell public right-of-way located adjacent to the home's southern side yard. The adjacent road sits above the subject property and the owner would like to relocate a fence closer to the sidewalk to provide more privacy and to beautify the property with landscaping. The University Terrace Unit 2 plat dedicated 62.67 feet of right-of-way to accommodate the local street and a segment of the FUTS. The typical local street has 50 feet of right-of-way. The FUTS has been installed and staff has determined excess right-of-way exists. The proposal is to abandon and sell 10 feet by 120 feet along the property line adjacent to 4013 S. Holland Road (Lot 14 University Terrace). The new right-of-way/property line would be located approximately 3 feet off of the FUTS. The total area is approximately 1200 square feet and shown on the attached concept sketch. A presentation with photos of the location will be attached prior to the final agenda.

The proposed abandonment/sale of City-owned right of way requires City Council action.

Financial Impact:

City staff has not obtained an appraisal or legal description of the property proposed for abandonment due to cost concerns. If City Council approves the first reading of the ordinance, City staff will obtain a legal description of the property proposed for abandonment prior to the second reading and adoption.

The public right-of-way was dedicated to the City at the time the plat was recorded and improved by the developer of University Terrace Unit 2. After the public improvements were completed by the developer, the City spent $7,925 on additional landscaping in an attempt to address the adjacent property owner's concerns with the final grading and privacy. Additional expenses will include creating a legal description for the property to be vacated and if approved, a surveyor will need to set the new boundary pins. The plat will also need to be revised. Should the property be sold, the property will be returned to the public property tax rolls.

Staff used two methods to derive an estimated value of the property. We first looked at the appraised value of the adjacent residential lot. The Coconino County Assessor has the value of the land at $8.46 per square foot. That equates to a value of $10,152 for 1,200 square feet. The second method is to consider a nominal value for the land, since it was dedicated to the City, but recover any other expenses such as the additional landscaping installed by the City and expenses related to this transaction. At a nominal value of $1 per square foot and the $7,925 spent on landscaping the value comes totals $9,125. The average of these two methods is $9,639. When you add $1,000 estimated for the legal description and setting of the new survey pins, the total valuation is $10,969. Staff recommends this be the minimum sale price.

State law provides that if the property is sold, the City is to receive “an amount …commensurate with the value of the abandoned roadway. “ City Council may consider “fragmentation and marketability and any other public benefit received” in return in determining the amount of consideration., per A.R.S. § 28-7208.

Policy Impact:

Staff receives a fair number of requests to place improvements within public right-of-way adjacent to residential properties. Staff considers a number of options including encroachment permits, easements and abandonments. The abutting property owner did originally request an easement, but after considering the conditions, staff believes abandonment and sale is the best way to address the request. Local streets that serve residential neighborhoods are typically platted with 50 feet of right-of-way. This section was platted with 62 feet to accommodate a FUTS connection. The FUTS has been constructed and the staff has determined the excess right-of-way is no longer needed for public improvements. If approved, 52 feet of right-of-way will be retained.

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

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Provide amenities and activities that support a healthy lifestyle.

Regional Plan

Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.

The additional right-of-way was created to accommodate the FUTS, which has been accomplished.

Has There Been Previous Council Decision on This:

The City Council approved University Terrace Unit 2 plat, recorded on September 25, 2013. Recording of the plat dedicated the streets as public right-of-way.

Options and Alternatives:

1. Approve abandonment, and minimum bid price of $10,969. (Recommended)
2. Approve abandonment, but with different minimum bid price or direct staff to obtain an appraisal;
3. Do not approve abandonment.

City Council is under no obligation to abandon and sell public right-of-way. Staff supports the action due to the existing conditions and interests of the adjacent property owner to improve the land. The fence will be moved by the property owner closer to the FUTS, however, there are similar fences adjacent to the street in the neighborhood.

Background/History:

The property owner of 4013 S. Holland Road purchased the home prior to the construction of this segment of Holland Road. Since the construction of the street, the owner has been unhappy with the finished grade of the street and sidewalk. The street sits above his property and slopes down from the sidewalk to the rear yard. Abandonment and sale will allow the owner to move the privacy fence closer to the FUTS, regrade the slope and install new landscaping.

Key Considerations:

The basic question is whether there is still a public need for the right-of-way. The FUTS and public and private utilities have been constructed and are not located within the subject area. Staff recommends retaining vision triangles at each end where a fence over 3 feet is not permitted in order to maintain views of FUTS users as vehicles exit the proximate private driveways.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Abandonment and sale of the public right-of-way will allow the land to be combined with the existing lot at 4013 S. Holland Road and be placed on the property tax rolls.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments:

Ord. 2020-29
University Terrace Unit 2 Plat
Holland Drive Concept Sketc
4013 S Holland Rd photo
4013 S Holland Rd photo 2
Letter from owner
Presentation

ORDINANCE NO. 2020-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING AND AUTHORIZING THE SALE OF APPROXIMATELY 1,200 SQUARE FEET OF PUBLIC RIGHT-OF-WAY ADJACENT TO 4013 S. HOLLAND ROAD; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, along with the Planning and Zoning Commission have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk; and

WHEREAS, University Terrace, Unit 2 subdivision plat dedicated 62.27 feet of public right-of-way known as S. Holland Road.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby finds that the certain public right-of-way, approximately 1,200 square feet in area, located adjacent to 4013 S. Holland Road, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned.

Notice of the proposed sale of the Property shall be posted along the public right-of-way as provided for by state law, and notice of the proposed sale shall be published one time per week

for three weeks prior to the opening of bids pursuant to Article 8, Section 10, of the Flagstaff City Charter.

Pursuant to A.R.S. § 28-7204 an abutting property owner's timely offer shall be preferred over all other offers.

The Property shall be offered for sale for a minimum bid of $10,969.00, and if such an offer is received from the abutting property owner the Property shall be sold and transferred by Quit Claim Deed to the same.

If there are no bids submitted, then pursuant to the Flagstaff City Charter, for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the Property for an amount reasonably consistent with an appraisal without further notice and bid process.

All conveyances of the Property shall by Quit Claim Deed and are "AS IS WHERE IS" and subject to all existing public utility uses of the Property, and subject to all existing encumbrances of record.

As a condition of sale the purchaser of the Property at its own expense shall process any necessary plat correction or amendment to reflect the abandonment of the public right-of-way and new ownership.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the sale of said property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 17th day of November, 2020.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:

Exhibit A – Legal description and map

FINAL PLAT
OF
UNIVERSITY TERRACE UNIT 2

A SUBDIVISION OF TRACT "B" OF UNIVERSITY TERRACE, CASE 7, MAP 58
COCONINO COUNTY RECORDS - LOCATED IN THE NW1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

State of Arizona } ss.
County of Coconino }

KNOW ALL MEN BY THESE PRESENTS: That UT20, L.L.C., hereby publishes this plat as and for the plat of UNIVERSITY TERRACE UNIT 2, a subdivision of TRACT "B" of UNIVERSITY TERRACE, Case 7, Map 58, Coconino County Records. Located in the NW1/4 Section 32, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona, as shown platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the lots and streets constituting same and that each lot and street shall be known by the number or name given to each respectively on said plat and hereby dedicates to the City of Flagstaff the streets and Right of Way as shown on said plat. Easements are dedicated for the purposes shown.

Tracts "A" & "D" are hereby dedicated to the PROPERTY OWNERS ASSOCIATION as OPEN SPACE and DRAINAGE FACILITIES and ARE PERPETUAL NATURAL RESOURCE PROTECTION EASEMENTS (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

Tract "C" is hereby dedicated to the CITY of FLAGSTAFF for PUBLIC UTILITIES & OPEN SPACE.

Tracts "B", "E", "F", "G" & "H" are to be retained by the OWNER/DEVELOPER for possible future combination with LOTS 15 & 20 - 23 of UNIVERSITY TERRACE and are PERPETUAL RESOURCE PROTECTION EASEMENTS.

Tract "I" is hereby dedicated to the CITY of FLAGSTAFF as RURAL FLOODPLAIN with NO DISTURBANCES ALLOWED.

IN WITNESS WHEREOF: UT20, L.L.C., has caused its name to be signed and the same to be attested by the signature of its representative, thereunto authorized.

Done at Flagstaff Arizona, this 17 day of September 2013.

BY: _____
Brian Rhoton (Managing Manager)

ACKNOWLEDGMENT:

State of Arizona } ss.
County of Coconino }

On this the 17 day of SEPTEMBER 2013, before me, the undersigned personally appeared, BRIAN RHOTON, Managing Member of UT20, L.L.C. an Arizona Limited Liability Company, who acknowledged by self to represent UT20, L.L.C., and that he/she as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal.

_____
Notary Public

My commission expires: 8.11.2017

JOHN R. KUBAN
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
August 11, 2017

OCCUPANCY:

No Certificate of Occupancy for any residence may be issued nor may any residence erected in this tract be occupied until the required water, sewer, and all other essential utilities are installed and an all-weather access roadway to the residence is constructed and approved or accepted by the City Engineer.

NOTES:

Except for construction and improvements by governmental entities and certified Public Utilities, construction and improvements within Utility easements shall be limited to only the following:
A. Removable wood, wire, or section-type fencing
B. Construction, structures, or buildings expressly approved in writing by all Public Utilities which use or shall use the utility easement.

All building construction, including accessory buildings, shall be limited to a specific development envelope for each lot as shown hereon and this buildable area is limited to setbacks shown.

All on-lot areas not designated as development envelopes are to be maintained as perpetual resource protection easements and bufferyards to be maintained by the individual lot owners (See Sheet 2 of 2 for individual development envelopes).

Construction of landscaping within clear view zones is restricted per the City of Flagstaff Engineering Design & Construction Standards & Specifications for New Infrastructure (2012 Edition) - Section 13-10-006-0002, Intersection Sight Triangles, Clear View Zones.

Driveway slopes shall be in accordance with City of Flagstaff Ordinance No. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

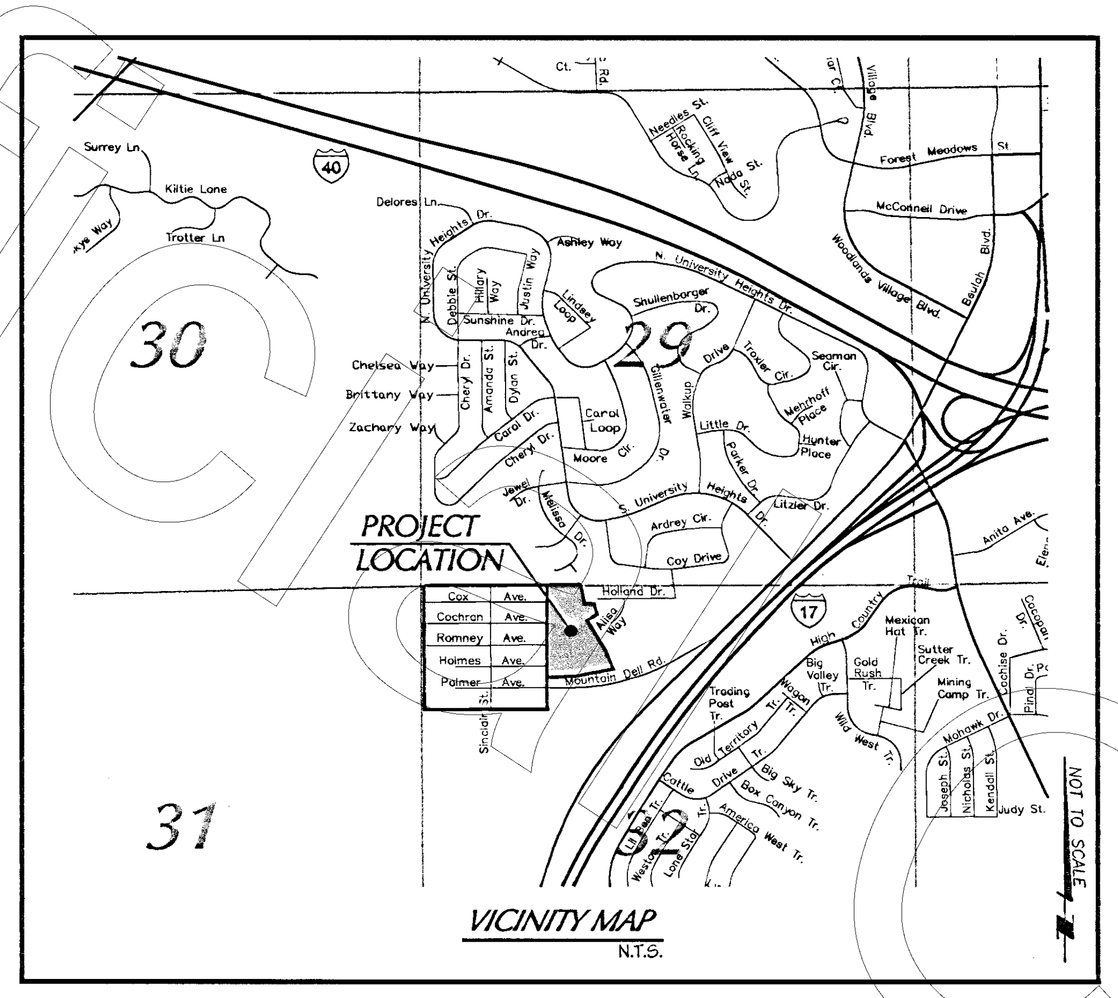
FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

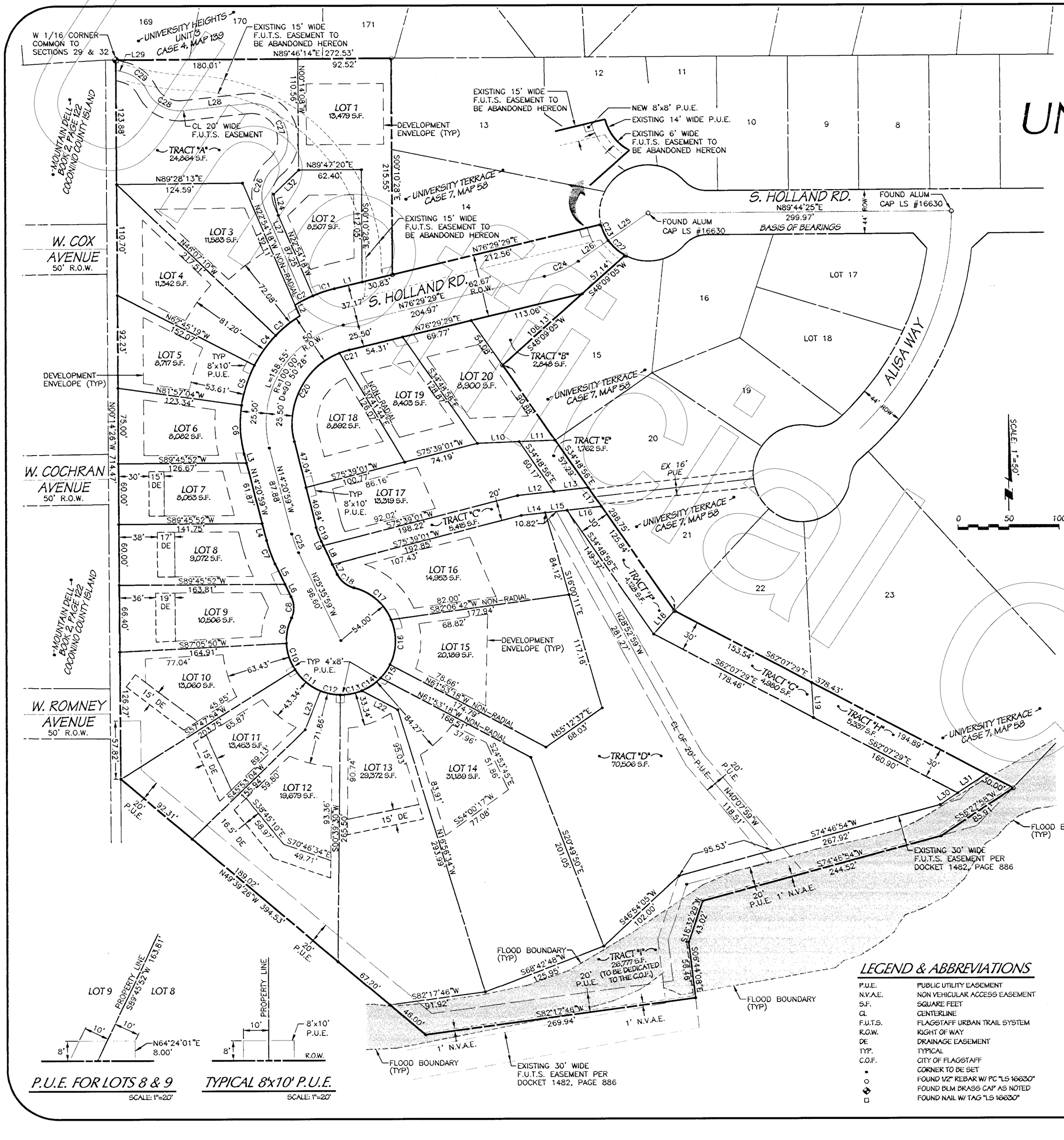
ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED OR ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

THE FLOOD HAZARD BOUNDARIES IDENTIFIED ON THIS PLAT ARE APPROXIMATE PER F.I.R.M. MAP 04005C6816G, REVISION DATE 9/3/2010. BECAUSE FLOOD HAZARD BOUNDARIES MAY BE REVISED PERIODICALLY, THE MOST RECENT FLOOD HAZARD MAP FOR THIS AREA SHOULD BE REVIEWED TO DETERMINE THE EXACT LIMITS AND SEVERITY OF POTENTIAL FLOODING ON THESE LOTS. FLOOD HAZARD MAPS AND THE REQUIREMENTS FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS CAN BE OBTAINED FROM THE CITY OF FLAGSTAFF.


PROJECT LOCATION
30
29
31
Surrey Ln
Killie Lane
Trotter Ln
Ashley Way
Delores Ln
Hawkes St
Cora Vee St
Nora St
Forest Meadows St
McConnell Drive
Woodlands Village Blvd.
Beulah Blvd.
N. University Heights Dr.
Shulenberger Dr.
Segman Cir.
Marshall Place
Hunter Place
Little Dr.
Litzler Dr.
Coy Drive
Ardrey Cir.
Holland Dr.
Cox Ave.
Cochran Ave.
Romney Ave.
Holmes Ave.
Palmer Ave.
Mountain Dell Rd.
Mexican Hat Tr.
Sutter Creek Tr.
Mining Camp Tr.
Gold Nugget Tr.
Big Valley Tr.
Trading Post Tr.
Old Territory Tr.
Big Sky Tr.
Box Canyon Tr.
West Tr.
Mohawk Dr.
Judy St.
Kendall St.
Nicholas St.
Joseph St.
Prest. Dr.
Coconino Dr.
Apache Dr.
Arizona Ave.
Cheyenne Way
Brittany Way
Zachary Way
Carol Loop
Moore Ct.
Sunshine St.
Amanda St.
Dylan St.
Cheryl Dr.
Carol Dr.
Justin Way
Lindsey Loop
Chelsea Way
Shawnee Dr.
Wilson Dr.
Drive
Trotter Cir.
Meadow Dr.
Jewel Dr.
Meadows Dr.
Cir.
Ct.
Pl.
Ln.
Tr.
Ave.
St.
Dr.
Rd.
Loop
Way
Blvd.
Heights
Village
Plaza
Trail
Creek
Springs
Valley
Ranch
Hills
Canyon
Flagstaff Ranch
Country Club
Woodlands Village
Shopping Center
Fire Station
Cinema
Post Office
Library
Hospital
Fairgrounds
Sports Complex
Cemetery
Golf Course
Mall

FINAL PLAT
OF
UNIVERSITY TERRACE UNIT 2

A SUBDIVISION OF TRACT "B" OF UNIVERSITY TERRACE, CASE 7, MAP 58
COCONINO COUNTY RECORDS - LOCATED IN THE NW1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



CURVE DATA

#	RADIUS	LENGTH	DELTA
C1	137.17'	22.50'	09°23'48"
C2	137.17'	20.07'	08°23'02"
C3	125.50'	30.76'	14°02'40"
C4	125.50'	36.44'	16°38'09"
C5	125.50'	42.05'	19°11'45"
C6	125.50'	49.06'	22°23'55"
C7	125.50'	24.64'	11°15'00"
C8	24.50'	21.57'	50°26'09"
C9	54.00'	26.14'	27°44'20"
C10	54.00'	27.61'	29°17'56"
C11	54.00'	33.74'	35°47'46"
C12	54.00'	20.12'	21°20'38"
C13	54.00'	21.74'	23°04'11"
C14	54.00'	22.70'	24°05'11"
C15	54.00'	16.17'	17°09'40"
C16	54.00'	46.06'	48°52'33"
C17	54.00'	50.42'	53°30'03"
C18	24.50'	21.57'	50°26'09"
C19	74.50'	14.63'	11°15'00"
C20	74.50'	107.79'	82°53'57"
C21	74.50'	10.33'	07°56'31"
C22	48.00'	22.32'	26°38'24"
C23	48.00'	17.72'	21°08'59"
C24	100.00'	36.97'	21°10'53"
C25	100.00'	19.63'	11°15'00"
C26	36.00'	45.91'	73°03'44"
C27	36.00'	91.98'	146°23'05"
C28	36.00'	43.78'	69°40'31"
C29	36.00'	30.58'	48°40'37"

LINE DATA

#	BEARING	DISTANCE
L1	N76°29'29"E	28.27'
L2	N22°54'18"W	11.81'
L3	N14°20'59"W	8.81'
L4	N14°20'59"W	17.21'
L5	N25°35'59"W	22.30'
L6	N25°35'59"W	13.78'
L7	N25°35'59"W	10.98'
L8	N25°35'59"W	20.39'
L9	N25°35'59"W	4.72'
L10	S87°42'09"W	41.51'
L11	S87°42'09"W	35.58'
L12	N83°37'01"E	36.37'
L13	N83°37'01"E	34.11'
L14	N83°37'01"E	24.16'
L15	N83°37'01"E	21.65'
L16	N83°37'01"E	34.11'
L17	S34°48'56"E	22.74'
L18	S41°31'47"W	30.87'
L19	S02°34'27"E	34.80'
L22	N61°53'18"W	40.45'
L23	S22°00'08"W	41.52'
L24	N12°18'23"W	21.60'
L25	N55°18'37"E	48.00'
L26	N55°18'37"E	36.25'
L27	N22°54'18"W NON-RADIAL	98.58'
L28	S83°46'20"W	63.34'
L29	N75°13'46"W	8.19'
L30	S56°27'58"W	20.90'
L31	S56°27'58"W	34.17'
L32	N45°48'16"E	34.39'

SUBDIVISION NOTES

TRACTS "A & D" ARE HEREBY DEDICATED TO THE PROPERTY OWNERS ASSOCIATION as OPEN SPACE and DRAINAGE FACILITIES and ARE PERPETUAL NATURAL RESOURCE PROTECTION EASEMENTS (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

TRACT "C" IS HEREBY DEDICATED TO THE C.O.F. FOR PUBLIC UTILITIES AND OPEN SPACE.

TRACT "B", "E", "F", "G", & "H" ARE TO BE RETAINED BY THE OWNER/DEVELOPER FOR POSSIBLE COMBINATION WITH LOTS 15 & 20-23 OF UNIVERSITY TERRACE AND ARE PERPETUAL RESOURCE PROTECTION EASEMENTS.

TRACT "I" IS HEREBY DEDICATED TO C.O.F. AS RURAL FLOODPLAIN WITH NO FUTURE DISTURBANCES ALLOWED.

TYPICAL BUILDING SETBACKS ARE AS FOLLOWS:
FRONT = 15' MIN (FOR MAIN PORTION OF DWELLING)
FRONT = 25' MIN (FOR GARAGE OR CARPORT)
FRONT SETBACKS SHOWN ON THIS PLAT ARE DRAWN AT 25' MIN
SIDE = 8' MIN (15' IF ADJACENT TO A PUBLIC STREET)
REAR = 25' MIN

NOTE THAT LOTS 3, 4, 5, & 10-14 HAVE FRONT SETBACKS GREATER THAN 25'. THE FRONT SETBACKS SHOWN ON THESE LOTS IS WHERE THE LOT WIDTH EQUALS 60'.

NOTE THAT LOTS 7-13 HAVE PRIVATE ON-SITE DRAINAGE EASEMENTS AND LOW IMPACT DEVELOPMENT (L.I.D.) DRAINAGE BASINS INSTALLED THAT ARE A PART OF THE PROJECTS OVERALL STORMWATER MANAGEMENT DESIGN. INDIVIDUAL ROOF DRAIN SYSTEMS WILL NEED TO BE CONNECTED TO THE ON-SITE L.I.D. BASINS (4) 4" PVC ROOF DRAIN INLET PIPES. THE DESIGN VOLUME OF THESE L.I.D. BASINS SHALL BE MAINTAINED IN PERPETUITY AND THE BASINS SHALL NOT BE COVERED UP.

LEGEND & ABBREVIATIONS

P.U.E.	PUBLIC UTILITY EASEMENT
N.V.A.E.	NON VEHICULAR ACCESS EASEMENT
S.F.	SQUARE FEET
CL	CENTERLINE
F.U.T.S.	FLAGSTAFF URBAN TRAIL SYSTEM
R.O.W.	RIGHT OF WAY
DE	DRAINAGE EASEMENT
TYP.	TYPICAL
C.O.F.	CITY OF FLAGSTAFF
•	CORNER TO BE SET
○	FOUND 1/2" REBAR W/ PC "LS 16630"
◆	FOUND BLM BRASS CAP AS NOTED
□	FOUND NAIL W/ TAG "LS 16630"

P.U.E. FOR LOTS 8 & 9
SCALE: 1"=20'

TYPICAL 8'x10' P.U.E.
SCALE: 1"=20'

Instrument # 3675050
Recorded At The Request Of
City of Flagstaff
Date 9/25/13 @ 11:51am
Records of Coconino County, AZ
Patty Hansen, County Recorder

SHEET NO. 2 OF 2

COF PROJECT # 07-016

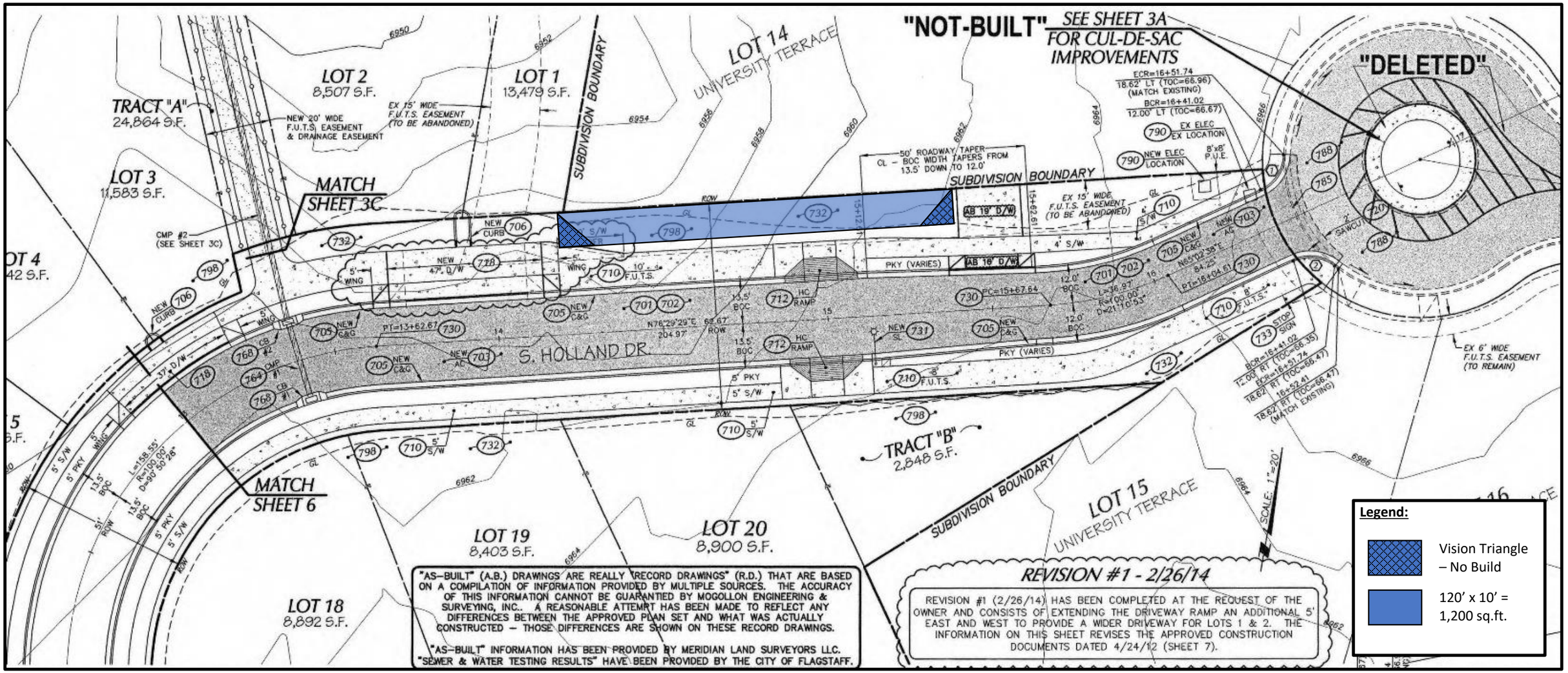
Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, AZ. 86002
Phone: 928-214-2014 • Fax: 928-913-0115

REGISTERED LAND SURVEYOR KEVIN KYMPHE 23605 ARIZONA U.S.A. Expires 6/30/15

UNIVERSITY TERRACE UNIT 2 FINAL PLAT 7/1/13 MES# 00247

DATE: 7/1/13	REVISIONS:
PROJECT NO. 00247	
DESIGNED BY: KVM/PHE	FN: SHEET02
DRAWN BY: MJE	VERT SCALE: N/A
CHECKED BY: KVM/PHE	HOR SCALE: 1"=50'

3675050 Pages: 2 of 2 09/25/2013 11:51:23 AM


"NOT-BUILT"
SEE SHEET 3A FOR CUL-DE-SAC IMPROVEMENTS
"DELETED"
LOT 14
UNIVERSITY TERRACE
LOT 2
8,507 S.F.
LOT 1
13,479 S.F.
TRACT "A"
24,864 S.F.
LOT 3
11,583 S.F.
SUBDIVISION BOUNDARY
MATCH SHEET 3C
MATCH SHEET 6
S. HOLLAND DR.
TRACT "B"
2,848 S.F.
LOT 15
UNIVERSITY TERRACE
LOT 19
8,403 S.F.
LOT 20
8,900 S.F.
LOT 18
8,892 S.F.
NEW 20' WIDE F.U.T.S. EASEMENT & DRAINAGE EASEMENT
EX 15' WIDE F.U.T.S. EASEMENT (TO BE ABANDONED)
50' ROADWAY TAPER CL – BOC WIDTH TAPERS FROM 13.5' DOWN TO 12.0'
EX 15' WIDE F.U.T.S. EASEMENT (TO BE ABANDONED)
EX 6' WIDE F.U.T.S. EASEMENT (TO REMAIN)
PKY (VARIES)
AB 19' D/W
AB 16' D/W
37' D/W
CMP #2 (SEE SHEET 3C)
ECR=16+51.74 18.62' LT (TOC=68.96) (MATCH EXISTING)
BCR=16+41.02 12.00' LT (TOC=66.67)
EX ELEC LOCATION
NEW ELEC LOCATION
8'x8' P.U.E.
2' SAWCUT
STOP SIGN
SCALE: 1"=20'
"AS-BUILT" (A.B.) DRAWINGS ARE REALLY "RECORD DRAWINGS" (R.D.) THAT ARE BASED ON A COMPILATION OF INFORMATION PROVIDED BY MULTIPLE SOURCES. THE ACCURACY OF THIS INFORMATION CANNOT BE GUARANTIED BY MOGOLLON ENGINEERING & SURVEYING, INC.. A REASONABLE ATTEMPT HAS BEEN MADE TO REFLECT ANY DIFFERENCES BETWEEN THE APPROVED PLAN SET AND WHAT WAS ACTUALLY CONSTRUCTED – THOSE DIFFERENCES ARE SHOWN ON THESE RECORD DRAWINGS.
"AS-BUILT" INFORMATION HAS BEEN PROVIDED BY MERIDIAN LAND SURVEYORS LLC.
"SEWER & WATER TESTING RESULTS" HAVE BEEN PROVIDED BY THE CITY OF FLAGSTAFF.
REVISION #1 - 2/26/14
REVISION #1 (2/26/14) HAS BEEN COMPLETED AT THE REQUEST OF THE OWNER AND CONSISTS OF EXTENDING THE DRIVEWAY RAMP AN ADDITIONAL 5' EAST AND WEST TO PROVIDE A WIDER DRIVEWAY FOR LOTS 1 & 2. THE INFORMATION ON THIS SHEET REVISES THE APPROVED CONSTRUCTION DOCUMENTS DATED 4/24/12 (SHEET 7).
Legend:
Vision Triangle – No Build
120' x 10' = 1,200 sq.ft.

PROPOSAL

Purchase of City Right of Way Property Adjacent to South Holland Road

Submitted for Consideration by the Flagstaff City Council
November 3, 2020

By:

David and Stacey Hitesman
4013 S Holland Road
Flagstaff, AZ 86005
928.606.4192
hitesmand@outlook.com

Executive Summary

The **Flagstaff City Code** as defined in **10-01-003-0001.B.1.e** specifically addresses ***'Protecting landowners from adverse impacts of adjoining developments.'*** The construction of University Terrace 2 significantly altered the elevation of the land bordering our home in University Terrace, virtually eliminating the privacy afforded our Property by a 6' perimeter fence, creating an unsightly strip of land (Public Right of Way) adjacent to the property that requires significant and regular maintenance, which together detract from the aesthetic appearance of the development and adversely impact the enjoyment of our property and its value.

The Public Right of Way adjacent to our property is not in **compliance with City Code** and adversely impacts our ability to enjoy the property as we were previously able to, therefore, we respectfully request that the Flagstaff City Council consider this proposal, as supported by staff, that will result in improvements to the land in a matter that will **comply with City Code**, improve the aesthetic appearance of the neighborhood, and restore our ability to **enjoy the use of our property as we were previously able to do**.

We sincerely appreciate the Council's consideration of the documentation and illustrations that follow, the fact that this proposal would comply with **Flagstaff City Code** (actually bringing the Public Right of Way into compliance), and the fact that accepting this proposal will benefit the City, the neighbors, and ourselves. We welcome any clarification required.

Proposal for Consideration
Consider and Adopt Ordinance 2020-26 as supported by Staff, pertaining to public right of way adjacent to 4013 S Holland Road, Lot 14 – University Terrace, hereafter referred to as '**the Property**'

Rationale

1. Selling the small **Public Right of Way** is the best option to comply with the intent and purpose of the Flagstaff City Code, as it pertains to **the Property**.
2. Construction of Holland Road extension into new University Terrace 2 development significantly altered the baseline elevation surrounding **the Property**, reducing the effective height of the 6' privacy fence around **the Property** to:
    a. As low as 18" on southern property line
    b. As low as 16" on western property line
3. The **Public Right of Way** between **the Property** and the Holland Road sidewalk has a significant sloped terrain
    a. The **ground cover** does not comply with **City Code,** requiring significant and ongoing maintenance by homeowner

History

- Owners purchased **the Property** in November, 2009. Lot was bordered by a 6' privacy fence around the South, West, and North perimeters
- In 2014, the development of University Terrace 2 resulted in a road being cut on the South side of **the Property**, with the elevation of the road rendering the 6' privacy fence as low as 18" at the back corner of the lot due to the build up
    - 6 foot privacy fence on southern property line effectively reduced to 4'9" at the eastern corner and to 1'6" at the western corner
- An approximate 14' wide **Public Right of Way** was established between the Holland Road sidewalk and **the Property**

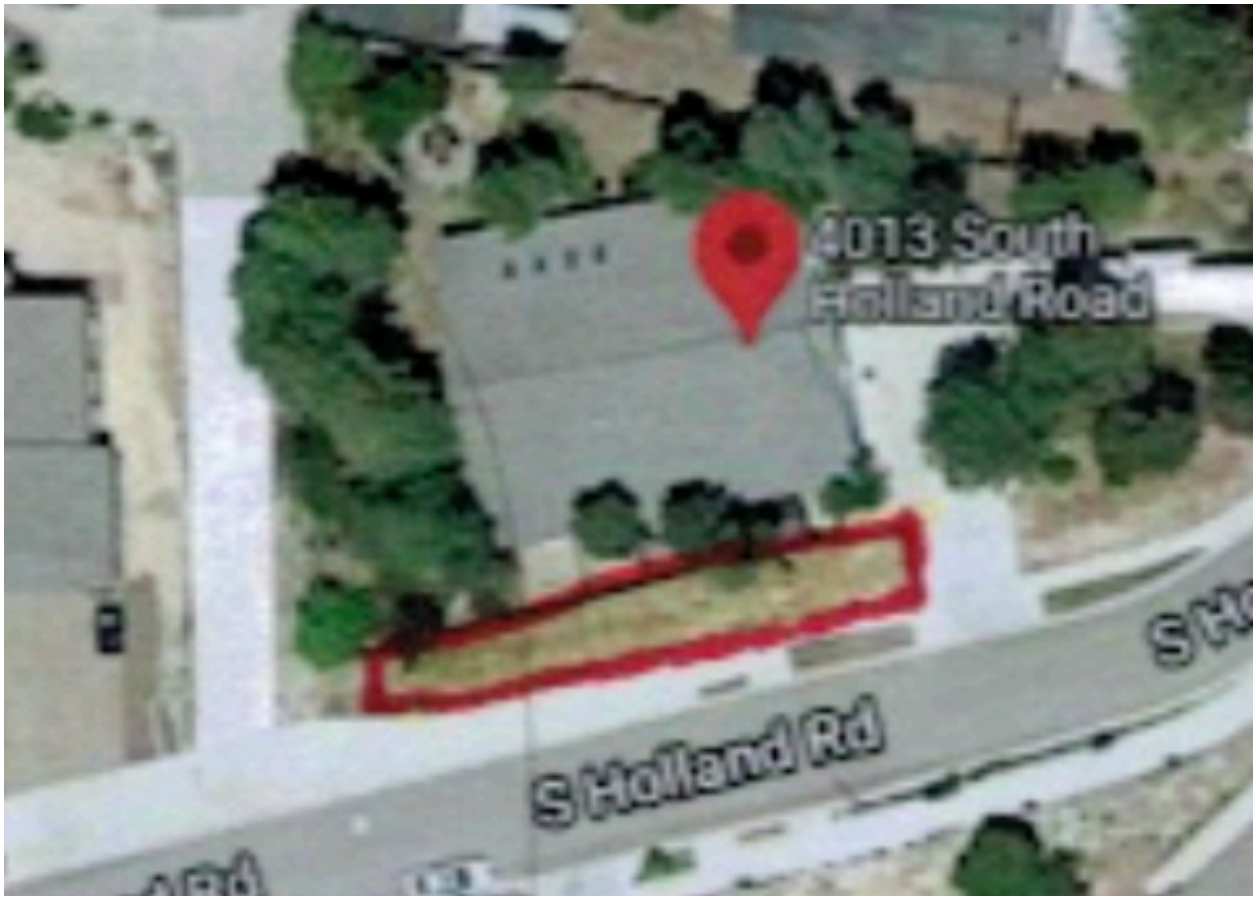
    - The Developer did not construct the **Right of Way** to **City Code** requirements for soil erosion and ground cover
    - After an ineffective attempt to force the Developer to correct the **Right of Way** requirements, the City agreed to improve the **Right of Way** to **City Code** in July, 2017
    - Despite the efforts of the contractor hired by the City in 2017, the **Right of Way** remains improperly graded and the ground cover never grew, leaving the area covered with fast-growing weeds and dirt
- Through the process of trying to correct the Developer inadequacies, the City allowed the **Owners** to improve a portion of the **Right of Way** to be more aesthetically pleasing in July, 2017. **Owners** invested approximately $6000 to make such improvements.

Net Positive Impact of Accepting Proposal

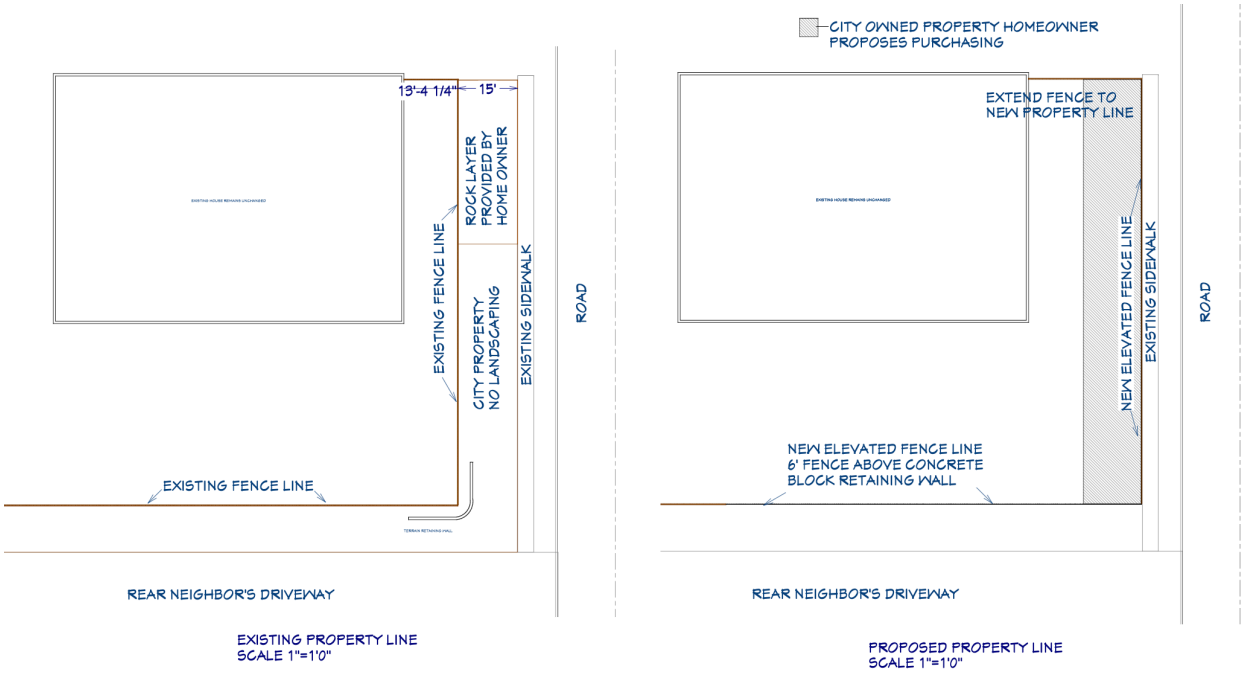
- Overall compliance with **City Code**
    - Intent of **City Code** will be achieved as perimeter fence will provide consistent lot appearance to other residences within neighborhood
    - **New** 6' privacy fence will be constructed around **the Property**
        - More aesthetically pleasing for the neighborhood
        - Original intent of use of **the Property** will be restored
        - Value of **the Property** will be restored
- The unimproved **Public Right of Way** will transfer from being of no use to the City to **useful taxable property**
- City will receive revenue from the sale of the **Public Right of Way**

Figures

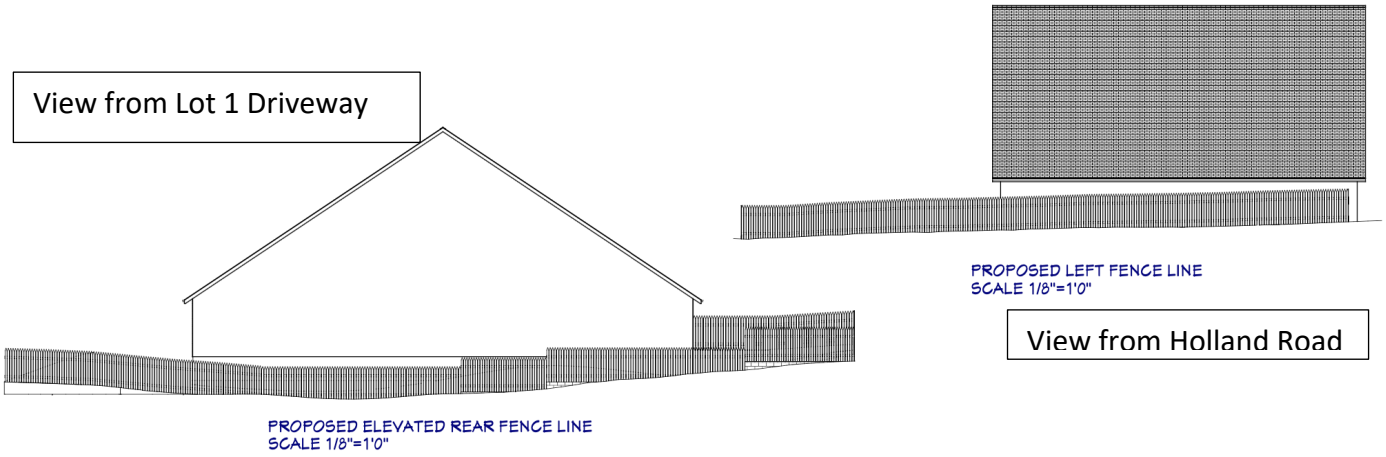
View of land to be purchased



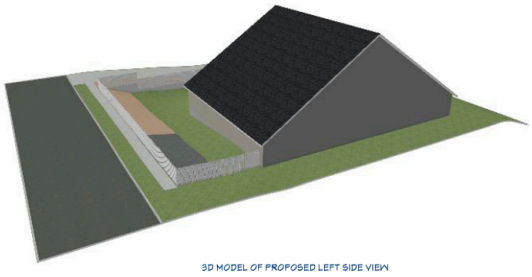
Aerial Schematic of Existing and New Fence Line



Schematic of New Fence Restoring Full 6’ Privacy



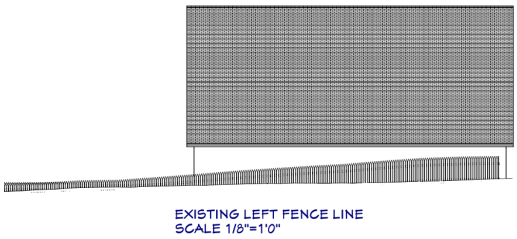
Rendering of new side fence



View from Front of The Property

Elevation Prior to and After Holland Road Extension

Illustration of Fence Privacy Reduction Due to New Elevation
(Measured via Laser from Sidewalk Elevation)



View from Holland Road

Views of Fence line side and back (Blue Line Represents Holland Sidewalk Elevation)

View of Public Right of Way on Front Portion of the Property - Completed with City Permission (improved by Owners, Demonstrating Improved Aesthetics for Neighborhood; commitment to ensure improvements done properly and professionally)

View of Public Right of Way After City Contractor Repair

Current Views of Public Right of Way (weeds, dirt, does not meet City ground cover requirements)

Request to Abandon a Portion of South Holland Road ROW

Ordinance 2020 - 29

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

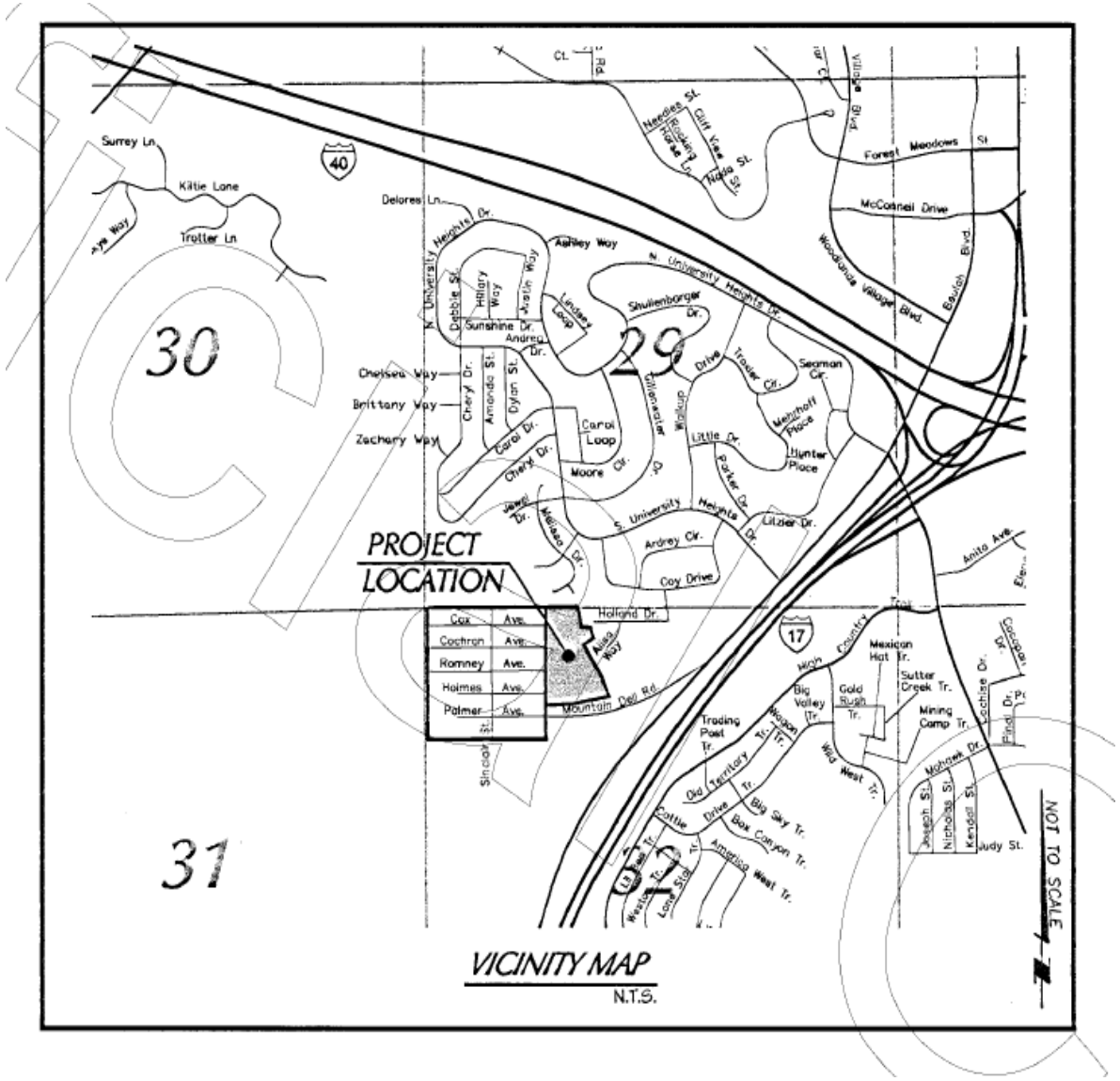
S. Holland Road Abandonment

- Request from David & Stacey Hitesman
  - 4013 S. Holland Road
  - University Terrace Unit 2 subdivision – street constructed 2014
  - 62.67’ wide ROW to accommodate FUTS
  - Abandon and sell 10’ x 120’ segment of public right-of-way
  - Improve the street frontage along Holland Road
  - Create more privacy

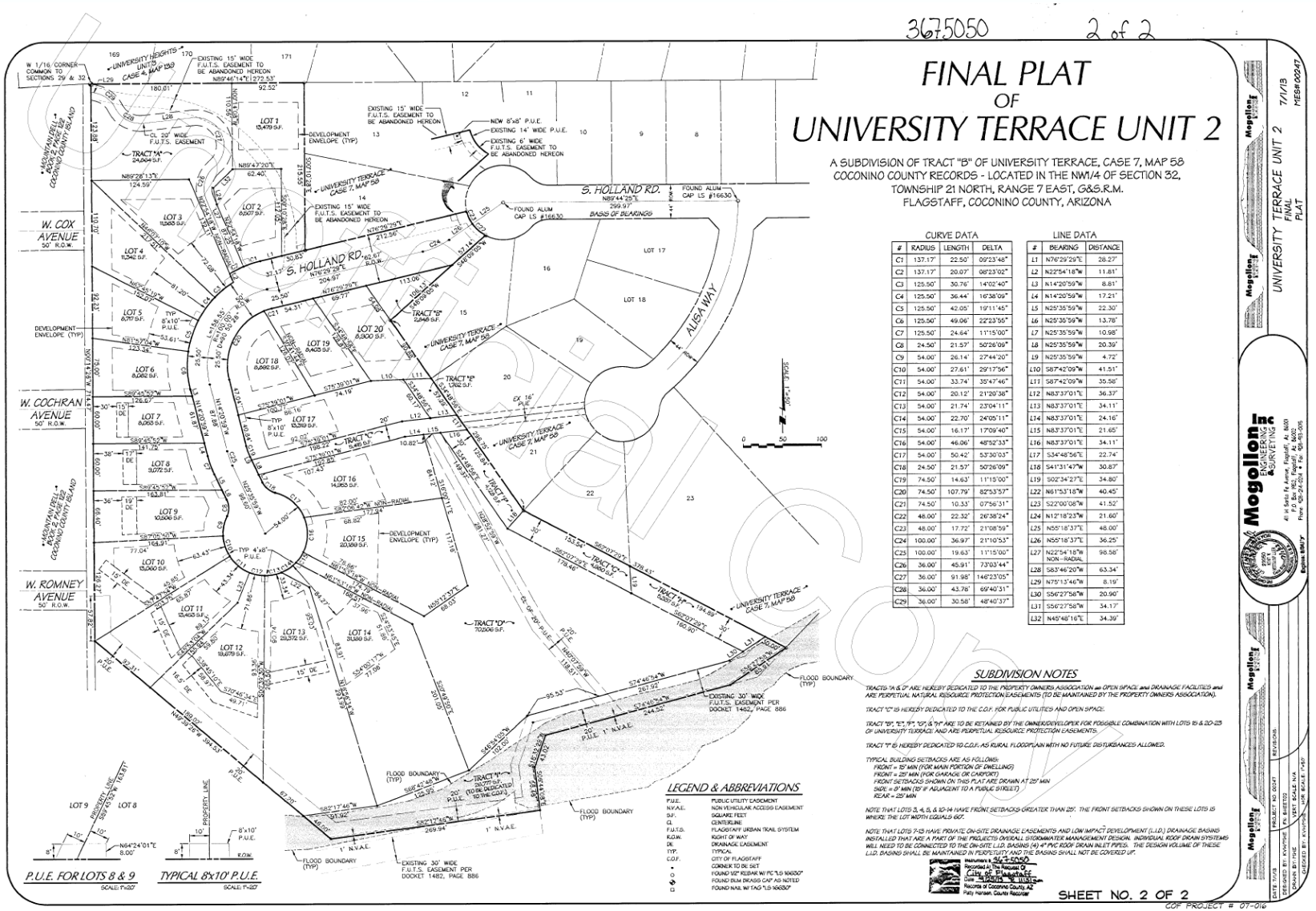
S. Holland Road Abandonment

Vicinity Map

University Terrace Unit 2



S. Holland Road Abandonment



3675050 2 of 2

FINAL PLAT
OF
UNIVERSITY TERRACE UNIT 2

A SUBDIVISION OF TRACT "B" OF UNIVERSITY TERRACE, CASE 7, MAP 58
COCONINO COUNTY RECORDS - LOCATED IN THE NW1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

CURVE DATA

#	RADIUS	LENGTH	DELTA
C1	137.17'	22.50'	09°23'48"
C2	137.17'	20.07'	08°23'02"
C3	125.50'	30.76'	14°02'40"
C4	125.50'	36.44'	16°38'09"
C5	125.50'	42.05'	19°11'45"
C6	125.50'	49.06'	22°23'55"
C7	125.50'	24.64'	11°15'00"
C8	24.50'	21.57'	50°26'09"
C9	54.00'	26.14'	27°44'20"
C10	54.00'	27.61'	29°17'56"
C11	54.00'	33.74'	35°47'46"
C12	54.00'	20.12'	21°20'38"
C13	54.00'	21.74'	23°04'11"
C14	54.00'	22.70'	24°05'11"
C15	54.00'	16.17'	17°09'40"
C16	54.00'	46.06'	48°52'33"
C17	54.00'	50.42'	53°30'03"
C18	24.50'	21.57'	50°26'09"
C19	74.50'	14.63'	11°15'00"
C20	74.50'	107.79'	82°53'57"
C21	74.50'	10.33'	07°56'31"
C22	48.00'	22.32'	26°38'24"
C23	48.00'	17.72'	21°08'59"
C24	100.00'	36.97'	21°10'53"
C25	100.00'	19.63'	11°15'00"
C26	36.00'	45.91'	73°03'44"
C27	36.00'	91.98'	146°23'05"
C28	36.00'	43.78'	69°40'31"
C29	36.00'	30.58'	48°40'37"

LINE DATA

#	BEARING	DISTANCE
L1	N76°29'29"E	28.27'
L2	N22°54'18"W	11.81'
L3	N14°20'59"W	8.81'
L4	N14°20'59"W	17.21'
L5	N25°35'59"W	22.30'
L6	N25°35'59"W	13.78'
L7	N25°35'59"W	10.98'
L8	N25°35'59"W	20.39'
L9	N25°35'59"W	4.72'
L10	S87°42'09"W	41.51'
L11	S87°42'09"W	35.58'
L12	N83°37'01"E	36.37'
L13	N83°37'01"E	34.11'
L14	N83°37'01"E	24.16'
L15	N83°37'01"E	21.65'
L16	N83°37'01"E	34.11'
L17	S34°48'56"E	22.74'
L18	S41°31'47"W	30.83'
L19	S02°34'27"E	34.80'
L22	N61°53'18"W	40.45'
L23	S22°00'08"W	41.52'
L24	N12°18'23"W	21.60'
L25	N55°18'37"E	48.00'
L26	N55°18'37"E	36.25'
L27	N22°54'18"W NON-RADIAL	98.58'
L28	S83°46'20"W	63.34'
L29	N75°13'46"W	8.19'
L30	S56°27'58"W	20.90'
L31	S56°27'58"W	34.17'
L32	N45°48'16"E	34.39'

SUBDIVISION NOTES

TRACTS "A & D" ARE HEREBY DEDICATED TO THE PROPERTY OWNERS ASSOCIATION as OPEN SPACE and DRAINAGE FACILITIES and ARE PERPETUAL NATURAL RESOURCE PROTECTION EASEMENTS (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

TRACT "C" IS HEREBY DEDICATED TO THE C.O.F. FOR PUBLIC UTILITIES AND OPEN SPACE.

TRACT "B", "E", "F", "G", & "I" ARE TO BE RETAINED BY THE OWNER/DEVELOPER FOR POSSIBLE COMBINATION WITH LOTS 15 & 20-23 OF UNIVERSITY TERRACE AND ARE PERPETUAL RESOURCE PROTECTION EASEMENTS.

TRACT "I" IS HEREBY DEDICATED TO C.O.F. AS RURAL FLOODPLAIN WITH NO FUTURE DISTURBANCES ALLOWED.

TYPICAL BUILDING SETBACKS ARE AS FOLLOWS:
FRONT = 15' MIN (FOR MAIN PORTION OF DWELLING)
FRONT = 25' MIN (FOR GARAGE OR CARPORT)
FRONT SETBACKS SHOWN ON THIS PLAT ARE DRAWN AT 25' MIN
SIDE = 9' MIN (10' IF ADJACENT TO A PUBLIC STREET)
REAR = 25' MIN

NOTE THAT LOTS 3, 4, 5, & 10-14 HAVE FRONT SETBACKS GREATER THAN 25'. THE FRONT SETBACKS SHOWN ON THESE LOTS IS WHERE THE LOT WIDTH EQUALS 60'.

NOTE THAT LOTS 7-13 HAVE PRIVATE ON-SITE DRAINAGE EASEMENTS AND LOW IMPACT DEVELOPMENT (L.I.D.) DRAINAGE BASINS INSTALLED THAT ARE A PART OF THE PROJECTS OVERALL STORMWATER MANAGEMENT DESIGN. INDIVIDUAL ROOF DRAIN SYSTEMS WILL NEED TO BE CONNECTED TO THE ON-SITE L.I.D. BASINS (4) 4" PVC ROOF DRAIN INLET PIPES. THE DESIGN VOLUME OF THESE L.I.D. BASINS SHALL BE MAINTAINED IN PERPETUITY AND THE BASINS SHALL NOT BE COVERED UP.

LEGEND & ABBREVIATIONS

P.U.E.	PUBLIC UTILITY EASEMENT
N.V.A.E.	NON VEHICULAR ACCESS EASEMENT
S.F.	SQUARE FEET
C.L.	CENTERLINE
F.U.T.S.	FLAGSTAFF URBAN TRAIL SYSTEM
R.O.W.	RIGHT OF WAY
DE	DRAINAGE EASEMENT
TYP.	TYPICAL
C.O.F.	CITY OF FLAGSTAFF
•	CORNER TO BE SET
○	FOUND 1/2" REBAR W/ PC "LS 16630"
⊕	FOUND BLM BRASS CAP AS NOTED
□	FOUND NAIL W/ TAG "LS 16630"

Instrument # 3675050
Recorded in The Records Of
City Of Flagstaff
Date 11/30/13 Time 11:03:00
Records of Coconino County, AZ
Patty Hansen, County Recorder

SHEET NO. 2 OF 2

COF PROJECT # 07-016

Mogollon Inc ENGINEERING & SURVEYING
Al si Sells Ft. Avenue, Flagstaff, Az. 86001
P.O. Box 1462, Flagstaff, Az. 86002
Phone: 928-774-1214 Fax: 928-774-1215

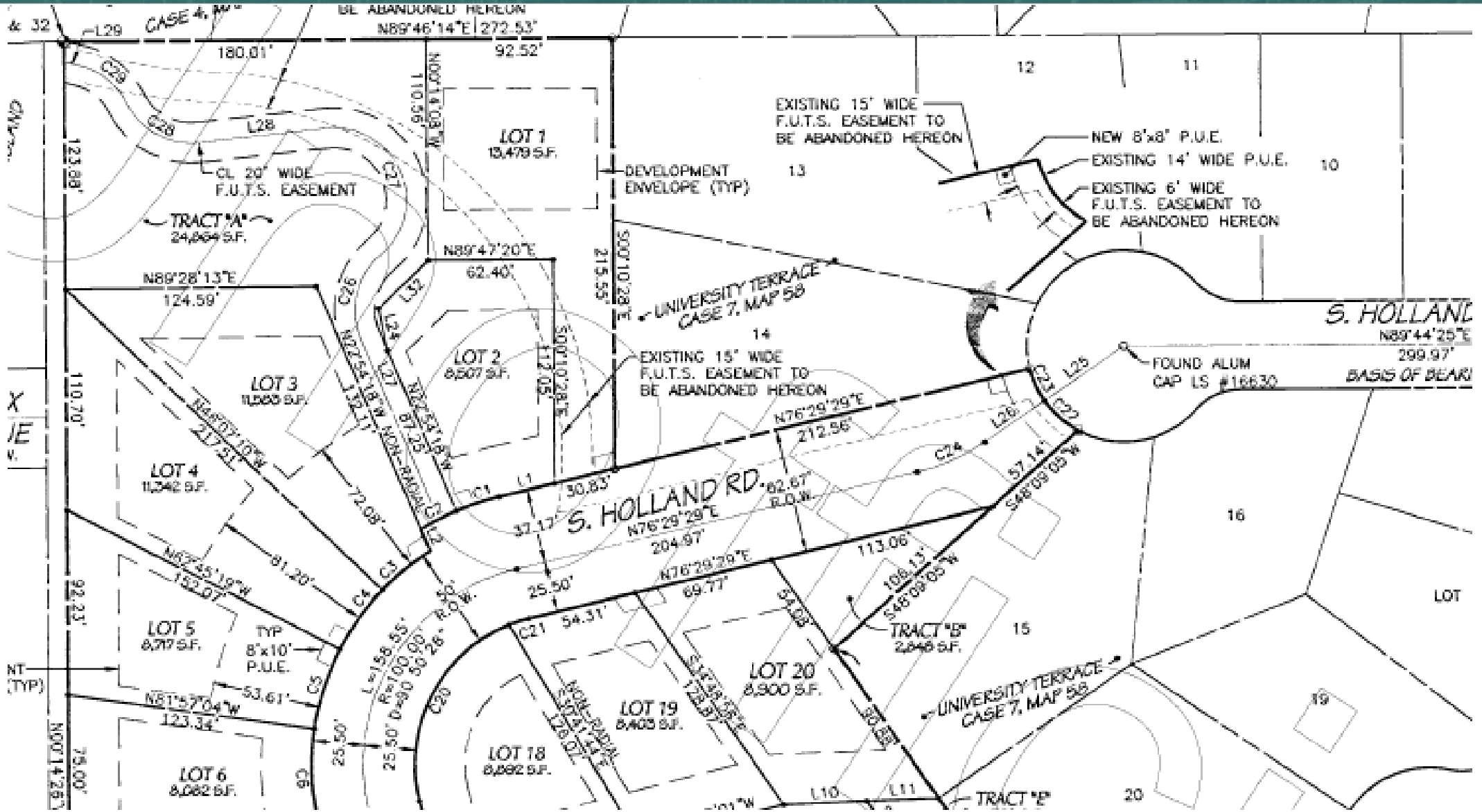
UNIVERSITY TERRACE UNIT 2
FINAL PLAT
7/1/13
MES# 00247

P.U.E. FOR LOTS 8 & 9 SCALE: 1"=20'

TYPICAL 8'x10' P.U.E. SCALE: 1"=20'

Preliminary Copy

S. Holland Road Abandonment



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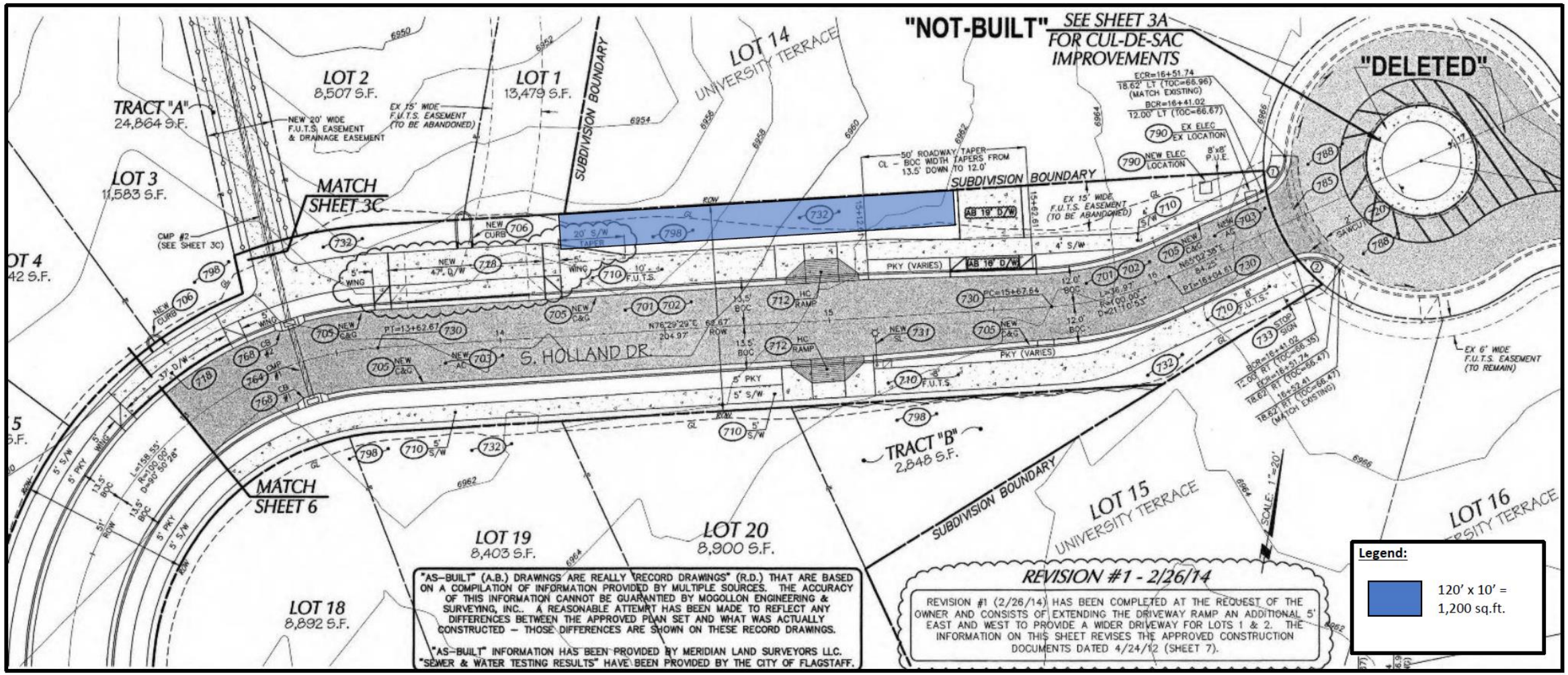

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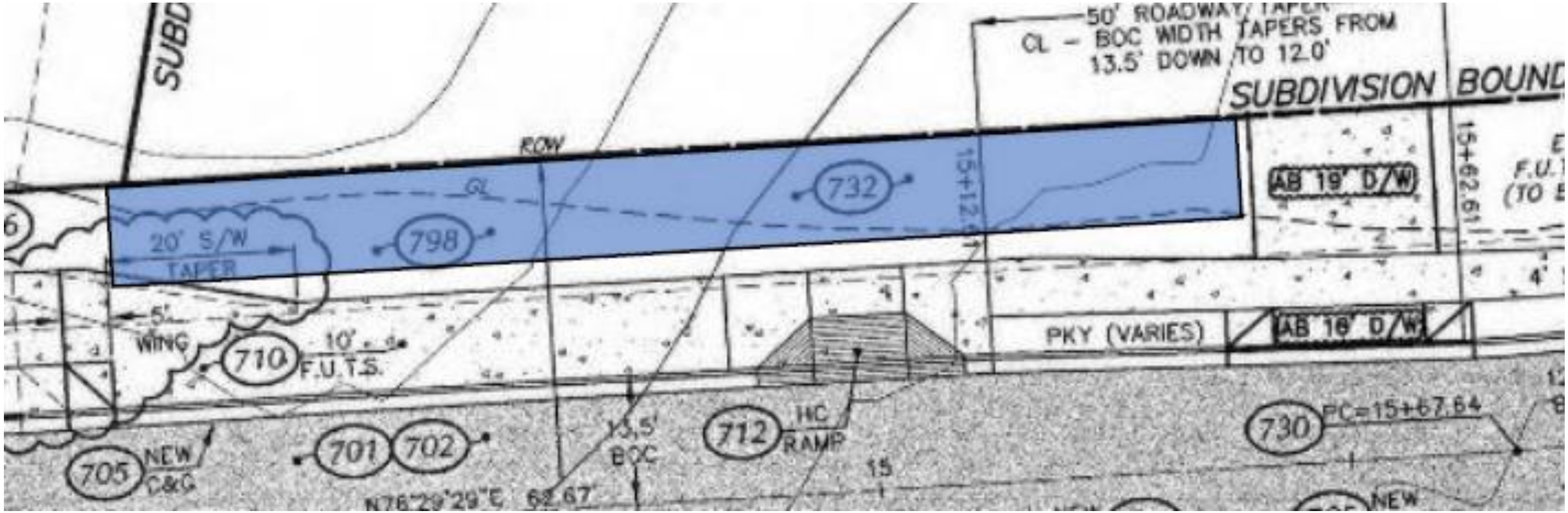

S. Holland Road Abandonment

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Request to Abandon public right-of-way

City Code 11-20.160

- Initiated by adjacent property owner
- Forwarded to Utility Companies
- Reviewed by City Staff
- Recommendation from the Planning Commission - Nov. 12
- City Council Public Hearing

S. Holland Road Abandonment

Request to Abandon public right-of-way

- The ROW is no longer needed for a public purpose
- The ROW is not needed to provide access to property

S. Holland Road Abandonment

City Charter: Article 8 Contracts, 10 Sale of City Property

- Publish notice of sale for 3 weeks with Invitation to Bid
- Sale to highest bidder
- Adjacent owner has first right to purchase

ARS 28-7204.C Sale of Vacated ROW

- post notice along the property line 60 days before sale
- mail notice to neighbors

S. Holland Road Abandonment

Ordinance 2020–29

- Minimum bid of $10,969.00
- Valuation average of two methods
- Sold to abutting owner if meets the minimum bid amount

S. Holland Road Abandonment

Questions?

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-59 and Ordinance No. 2020-28: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use;" and, an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to implement the High Occupancy Housing Plan by adopting the High Occupancy Housing Development (HOHD) and Mixed-Use High Occupancy Housing Development (MHOHD) land uses and related standards.

STAFF RECOMMENDED ACTION:

At the November 3, 2020, Council Meeting:
1) Read Resolution No. 2020-59 by title only for the first time
2) City Clerk reads Resolution No. 2020-59 by title only (if approved above)
3) Read Ordinance No. 2020-28 by title only for the first time
4) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)

At the November 17, 2020, Council Meeting:
5) Adopt Resolution No. 2020-59
6) Read Ordinance No. 2020-28 by title only for the final time
7) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)
8) Adopt Ordinance No. 2020-28

Executive Summary:

The proposed amendment (Case No. PZ-19-00125) includes changes to the Zoning Code to implement the High Occupancy Housing Plan by adopting the HOHD and MHOHD land uses and related standards. The amendment includes modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes.

On October 28, 2020, the Planning and Zoning Commission recommended that the City Council approve the Zoning Code Text Amendment, Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use, with a vote of 6-0.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated City Council goal or policy impacts affiliated with the proposed Zoning Code Text Amendment.

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

Priority Based Budget Key Community Priorities and Objectives

- Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices
- Livable Community: Support the development of attainable and accessible housing

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under the Zoning Code Text Amendment Criteria heading, Finding #1 of the report. In addition, the staff's narrative and Regional Plan and Specific Plan analysis are included as Attachment 3.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the amendment.

Background/History:

In February 2018, the City Council adopted the citywide High Occupancy Housing Specific Plan (HOH Plan), a specific plan to the Regional Plan. The HOH Plan was developed in response to the community's dialogue about previously proposed high-intensity mid-rise developments near historic neighborhoods that primarily catered to college students. The HOH Plan is intended to provide direction in the form of goals and policies to accommodate a variety of housing options in areas of the city that can support infill, redevelopment, and mixed-use activities. These goals and policies are intended to enhance and maintain the city's character and guide future developments that would be considered High Occupancy Housing (HOH). The HOH Plan identified dozens of strategies that could be implemented to address the unintended impacts of these buildings on neighborhood character, affordability and transportation. It should be noted that the HOH Plan's listed implementation strategies about the Zoning Code amendments (Pages 102, 103, 105, and 106 of the HOH Plan) "…may be accomplished through another method..." to achieve "…the goals and policies of the HOH Specific Plan and the Regional Plan" (Page 99 of the HOH Plan).

After the adoption of the HOH Plan, staff received direction and affirmation from City Council on October 8, 2019, to address smaller developments that may also be considered as HOH. The smaller HOH developments that staff was directed to consider are single-family, two-unit (duplex), three-unit (triplex), and multiple-family developments that were not addressed in the HOH Plan.

It should be noted that the HOH Plan did not scrutinize addressing smaller HOH developments. For context, the HOH Plan defines an HOH development as any development that has at least 30 units or 75 bedrooms per acre (Page 2 and 110 of the HOH Plan). When the HOH Plan was developed, the Plan primarily focused on large-scale developments. Developments that were included in the HOH Plan analysis were The HUB, The Standard, Village at Aspen Place, Fremont Station, etc.

Proposed Amendment:

To implement the adopted HOH Plan for various parcel sizes and types of buildings, the proposed amendment (Attachment Exhibit A to the Resolution) includes multiple changes to the Zoning Code. New provisions are being added, and several existing regulations are being modified. The most significant of the modifications include the:

- Removal of the Rooming and Boarding Land Use;

- Incorporation of the proposed High Occupancy Housing Development (HOHD) and Mixed-Use High Occupancy Housing Development (MHOHD) related land uses;
- Incorporation of the maximum bedrooms per acre allowed for developments in the Non-Transect Zones, and additional allowances in the pedestrian shed of an activity center;
- Incorporation of the maximum dwelling units per acre allowed for mixed-use developments in Commercial Zones without a Conditional Use Permit, and additional allowances in the pedestrian shed of an activity center;
- Incorporation of a Conditional Use Permit requirement for a HOHD and MHOHD in the Transect Zones;
- Incorporation of the HOHD and MHOHD use specific standards;
- Incorporation of the Transit Pass Parking Reduction Pilot Program;
- Incorporation and modifications to the parking requirements;
- Incorporation of bicycle space requirements for a HOHD and MHOHD; and
- Incorporation of design requirements for bicycle racks, bins, and storage facilities.

Summary of the Staff Revisions to the Zoning Code:
The proposed amendment includes:

1. **Residential Zones (Section 10-40.30.030):**

   - The following land uses have been added to Table 10-40.30.030.B.: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater.
   - The Rooming and Boarding Facilities land use has been deleted from Table 10-40.30.030.B.
   - The gross density provisions of Table 10-40.30.030.C. have been updated to include provisions for the properties zoned with the Resource Protection Overlay in and outside of a pedestrian shed of an activity center.
   - Bedrooms per acre provisions have been added to Table 10-40.30.030.C. for multiple-family developments that have more than four dwelling units.

2. **Commercial Zones (Section 10-40.30.040):**

   - The following land uses have been added to Table 10-40.30.040.B.: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; High Occupancy Housing Development, Four-units and Greater; and Mixed-Use High Occupancy Housing Development.
   - The Rooming and Boarding Facilities land use has been deleted from Table 10-40.30.040.B.
   - The gross density provisions of Table 10-40.30.040.C. have been updated to include provisions for a HOHD and MHOHD in and outside of a pedestrian shed of an activity center.
   - Bedrooms per acre provisions have been added to Table 10-40.30.040.C. for multiple-family developments that have more than four dwelling units.

3. **T3 Neighborhood I (T3N.1) Standards (10-40.40.050):**

   - The following land use has been added to Table H.: High Occupancy Housing Development, Single-Family.
   - The Rooming and Boarding Facilities land use has been deleted from Table H.

4. **T3 Neighborhood 2 (T3N.2) Standards (10-40.40.060):**

   - The following land uses have been added to Table H.: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater.
   - The Rooming and Boarding Facilities land use has been deleted from Table H.

5. **T4 Neighborhood 1 (T4N.1) Standards (10-40.40.070):**

- The following land uses have been added to Table I.: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units, and Greater.
- The Rooming and Boarding Facilities land use has been deleted from Table I.

6. **T4 Neighborhood 2 (T4N.2) Standards (10-40.40.080):**

- The following land uses have been added to Table I.: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater.
- The Rooming and Boarding Facilities land use has been deleted from Table I.

7. **T5 Main Street (T5) Standards (10-40.40.090):**

- The following land uses have been added to Table I.: High Occupancy Housing Development, Three-units; High Occupancy Housing Development, Four-units and Greater; and Mixed-Use High Occupancy Housing Development.
- The Rooming and Boarding Facilities land use has been deleted from Table I.

8. **T6 Downtown (T6) Standards (Section 10-40.40.100):**

- The following land uses have been added to Table H.: High Occupancy Housing Development, Three-units; High Occupancy Housing Development, Four-units and Greater; and Mixed-Use High Occupancy Housing Development.
- The Rooming and Boarding Facilities land use has been deleted from Table H.

9. **Specific to Uses (Division 10-40.60):**

- Added Section 10-40.60.175, High Occupancy Housing Developments, and Mixed-Use High Occupancy Housing Developments. This section includes the use of specific standards and regulations related to:
    - General Requirements;
    - Building Footprint Sizes and Separation Requirements;
    - Waste Management Plan;
    - Crime Free Multi-Housing Program; and
    - Additional Conditional Use Permit Criteria.

10. **Mixed-Use (10-40.60.260):**

- Subsection D has been updated to remove the regulations that conflict with the proposed HOHD and MHOHD provisions.

11. **Parking Standards (Division 10-50.80):**

- Added Section 10-50.80.061, Transit Pass Parking Reduction Pilot Program, and related regulations.

12. **Number of Motor Vehicle Parking Spaces Required (Section 10-50.80.040):**

- Modified the existing parking requirements for single-family dwellings, added clarifications, and incorporated parking requirements for the HOHD and MHOHD.

13. **Bicycle Parking (Section 10-50.80.050):**

- Updated the existing requirements and added requirements for the HOHD and MHOHD, including design requirements.

14. **Parking Adjustments (Section 10-50.80.060):**

- Updated the existing requirements to include provisions for HOHDs and MHOHDs. Also, the parking study requirements have been updated to include requirement clarifications and when a

request for a parking reduction requires the City Council approval.

15. **Parking Standards (Division 10-50.80):**

- Incorporated a provision for a Transit Pass Parking Reduction Pilot Program for HOHDs and MHOHDs.

16. **Parking Spaces, Parking Lot Design and Layout (Section 10-50.80.080):**

- Updated the existing requirements to limit the use of tandem parking spaces to single-family attached and detached dwelling units and duplex developments in the Non-Transect Residential Zones.

17. **Specific to Building Types (Division 10-50.110):**

- The following sections have been modified to remove the allowance for tandem parking: 10-50.110.080, 10-50.110.090, 10-50.110.100, 10-50.110.110, and 10-50.110.120.

18. **Definition of Specialized Terms, Phrases, and Building Functions (Division 10-80.20):**

- The following definitions have been added: High Occupancy Housing Development (HOHD); High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; High Occupancy Housing Development, Four-units and Greater; Mixed-Use High Occupancy Housing Development (MHOHD); and Ratio, Bedroom-to-Dwelling Unit.

19. **Flagstaff Zoning Code, Appendices (Title 10):**

- Added Appendix 1.4 Bicycle Parking Space Design Requirements. This appendix includes regulations and design requirements for bicycle parking spaces.

Zoning Code Text Amendment Criteria
An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The primary purpose of the amendment is to implement and maintain consistency and conformance with the goals and policies of the HOH Plan and the City's Regional Plan (General Plan) as they relate to the HOHD and MHOHD land uses. In order to achieve this purpose, the proposed amendment incorporates several provisions. The proposed provisions include definitions, land uses, property development and use specific standards, and parking standards.

To provide for variety and flexibility in the land uses that are allowed within the City, the proposed amendment includes the following land uses: Single-family, Two-unit, Three-unit, and Four-units and Greater HOHDs, and MHOHD. In addition to replacing the existing Rooming and Boarding land use, the proposed property development and use specific standards (PDUSS) address multiple goals and policies of the Regional Plan and HOH Plan. These include:

- Assisting in the mitigation and impacts that HOHDs and MHOHDs may have on new and existing neighborhoods as they pertain to the overall consistency and compatibility of the community image of neighborhoods through the Conditional Use Permit process (RP CC 2.8. CC 3.1, RP CC 3.2, RP NH 1.2, RP NH.6., RP ED.7. RP ED.7.1. and LPV 6C.5.);
- Locating more intensive HOHDs and MHOHD in activity centers where it is more appropriate for larger multi-story HOHD and multi-use MHOHD buildings (RP NH 2.3., RP LU 7.1., and HOH 2.6.);
- Locating more intensive HOHDs and MHOHD in activity centers to utilize existing infrastructure resources, promote energy efficiency, and allow for the integration of employment uses and a variety of housing options (RP E 1.6., RP LU 7.1., RP LU 18.14., HOH Goal 2, HOH 2.6. and HOH 8.3.);
- Locating more intensive HOHDs and MHOHDs in activity centers to contribute to achieving a mix of land uses that are near corridors, transit, and promote a walkable environment (RP LU 5.5., RP LU 7.1., RP LU 10.3., RP Goal LU.18., RP LU 18.2., RP LU 18.7. and HOH.2.5.);
- Parking requirements based on the number of bedrooms provided and actual parking utilization rates for the City of Flagstaff (Southside (SS) 10.1., SS 11.1, and La Plaza Viejas (LPV) 6N.5.);
- Requiring secure bicycle parking spaces for residents to assist in promoting bicycle usage and multi-modal options (RP E 1.5. and HOH.3.1.);
- Setting a maximum number of bedrooms for Two-unit and Three-unit HOHDs and MHOHDs assisting compatible development and minimumize the encroachment by land uses that could compromise neighborhoods (RP CC 2.7.);
- The allowance for an increase in the allowed density and bedrooms-per-acre in activity centers, including the greatest density (more than 50 dwelling units per acre) and bedrooms-per-acre (more than 125 bedrooms-per-acre) in the pedestrian shed of a Regional Activity Center through the Conditional Use Permit process (RP LU 18.6., RP LU 18.8., RP LU 18.9. and RP LU 18.17.);
- Requiring MHOHD to comply with the mixed use specific to use standards to encourage pedestrian-oriented design adjacent to streets (HOH 2.2. and HOH 2.4.);
- The incorporation of building footprint sizes and separations requirements based on the activity centers (Regional, Historic, and all other) to promote compatible building sizes and proportions that are appropriate within each area (RP CC3.1., RP LU 18.1., RP LU 18.2., RP LU 18.9., HOH.2.1. and HOH.2.3.);
- Requiring MHOHDs to abut commercial corridors, and HOHDs on commercial zoned to properties to be behind commercial uses and to be setback a minimum of 300 feet from a commercial corridor (RP LU 18.12.);
- Requiring HOHDs and MHOHDs subject to Heritage Preservation of the Zoning Code to obtain a determination that the development has no adverse effect or has appropriately mitigated its effects on the historic cultural resource (RP CC 2.3., PR CC 3.1., RP ED.7., RP ED.7.1., HOH.1.1., HOH.1.2., and HOH.2.1.);
- Requiring HOHDs and MHOHDs to comply with the City of Flagstaff's Crime Free Multi-housing program (HOH.7.7.);
- Requiring HOHDs and MHOHDs with four dwelling units or more to obtain approval of a Waste Management Plan (HOH Goal 6., and HOH.6.1.); and
- Provisions for HOHDs and MHOHDs to reduce parking requirements by providing free transit passes to achieve an increase in multi-modal and transit trips (RP E 1.5., HOH.3.1., and HOH.3.5.).

Non-Conformance to Regional Plan Goals and Policies

- Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.
- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

The ZCTA incorporates provisions for HOHDs and MHOHDs that are currently regulated under broader land uses, definitions and standards. The provisions include definitions, land uses, and property development and use specific standards and parking standards for HOHDs and MHOHDs. As part of the

proposed regulations, a development that is considered to be an HOHD or MHOHD with four dwelling units or more will be required to be located in the pedestrian shed of an activity center. The proposed locational requirements reduce the areas of the city in which an HOHD or MHOHD with four dwelling units or more may be developed. At the same time, this change provides more predictability because ACAPS are more appropriate locations from the standpoint of available infrastructure and multimodal transportation options (bicycle, transit, path/trails, etc.) accessibility.

The proposed amendment includes a new variety of land uses, although the associated provisions minimize options and flexibility for development types considered as an HOHD or MHOHD. The provisions do not include regulations to assist developers in overcoming challenges posed by redevelopment and infill sites. Also, the requirement to obtain a Conditional Use Permit for an HOHD or MHOHD may be perceived as limiting to developmental flexibility. Furthermore, the amendment provisions, such as the parking requirements, may be an additional challenge for some redevelopment or infill sites.

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The primary purpose of the amendment is to implement the HOH Plan, a specific plan to the City's Regional Plan. To achieve the public interest, health, safety, convenience, or welfare of the City, the amendment includes provisions that address specific land use, parking, waste management, crime free multiple-family housing, and transit objectives of the goals and policies of the Regional Plan and the HOH Plan related to an HOHD and MHOHD. The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendments do not substantively modify the existing provisions of the Zoning Code, and is internally consistent with the Zoning Code. Furthermore, the proposed amendment utilizes the existing format and does not conflict with other provisions of the code. The amendment maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Ordinance Effective Date
Typically, an ordinance is effective 30 days after the date that the City Council adopted it. The proposed ordinance has an effective date of January 1, 2021, 18 days after the typical effective date if it is adopted on November 17, 2020. The alternative date allows a clear and easy to reference effective date and the implementation of related process modifications and public notification.

Citizen Participation
Public input was received at the public meetings held on August 19, 2019, February 13 and 14, 2020, and through the City's online Community Forum (https://www.opentownhall.com/portals/227/Issue_7685) (Attachment 4). Also, work sessions with the Planning and Zoning Commission were held on August 14, 2019, May 27, 2020, and on August 26, 2020. In addition, work sessions with the City Council were held on October 8, 2019, June 11, 2020, August 25, 2020, and October 6, 2020. Staff received several comments regarding HOH developments from the Southside stakeholders' group that was formed to assist in developing the proposed Southside specific plan. These meetings were held over the past year.

Persons of interest on file with the Planning and Development Services section of the Community Development department were notified of the Planning and Zoning Commission work sessions via first class mail. Also, notification of the work sessions were published on the City's Facebook web page and

in the Arizona Daily Sun.

At the October 6, 2020 City Council meeting, public comments were received pertaining to the potential effects that the proposed amendment may have on the ability to provide affordable housing within the city. If the amendment is approved, all HOHDs and MHOHDs will require the approval of a Conditional Use Permit application. It should be noted that the current application cost for a Conditional Use Permit is $3,000. It is anticipated that any associated Conditional Use Permit applicant costs will be incorporated into a dwelling unit's sale or rental rate. The staff has received email messages from two persons on the proposed amendment. The email messages are included as Attachment 4.A.

Attachments:

Res. 2020-59
Exhibit A to Resolution
Ord. 2020-28
3. Narrative and Regional and Specific Plan Conformance Analysis
4. Public Comments
4A. Public Comment Emails
Staff Presentation

RESOLUTION NO. 2020-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE"*

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective on January 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

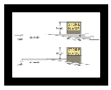
Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

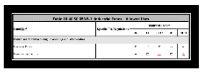
Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethrough text.**~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

Section 10-40.30.030 Residential Zones

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

Table 10-40.30.030.B.
Residential Zones – Allowed Uses.

Primary Land Use[1]	**Specific Use Regulations**	**Residential Zones**						
		RR	**ER**	**R1**	**R1N**	**MR**	**HR**	**MH**
Ranching, Forestry and Animal Keeping								
Animal Keeping	10-40.60.070	P[6]	P[6]	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--

Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		P[3]	P[3]	P[3]	P[3]	P	P	P[3]
Trade Schools		--	--	--	--	--	--	--
Residential								
Co-housing	10-40.60.120	P	P	PRD	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Development, Duplex		PRD	PRD	PRD	P	P	P	--
Development - Cluster, Single-Family	10-40.60.170	P	P	~~—~~ PRD	--	--	--	--
Development, Multiple-Family		PRD	PRD	PRD	--	P	P	--
Development, Single-Family		P	P	P	P	PRD[4]	PRD[4]	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	**UP**	**UP**	**UP/PRD**	**UP/PRD**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**UP**	**UP**	**UP**	**- -**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**- -**	**UP**	**UP**	**- -**

High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**- -**	**UP**	**UP**	**- -**
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP/PRD	UP/PRD	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
~~**Rooming and Boarding Facilities**~~		~~--~~	~~UP~~	~~--~~	~~--~~	~~UP~~	~~UP~~	~~UP~~
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--

Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Public Services Minor		P	P	P	P	P	P	P
Public Services Major		--	--	--	--	--	--	--
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--
End Notes								
1. A definition of each listed use type is in Chapter 10-80, Definitions.								
2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.								
3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended.								

4.	Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
5.	A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
6.	Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

Key		
P	=	Permitted Use
UP	=	Conditional Use – Requires the Approval of a Conditional Use Permit
PRD	=	Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
UP/PRD	=	Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
- -	=	Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

10-40.30.030 Residential Zones

C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards.

	Residential Zones						
	RR	**ER**	**R1**	**R1N**	**MR**	**HR**	**MH**
Residential development subdivided by a plat that was recorded before December 5, 2011							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.						
Setbacks	(2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of						

	the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Side Yard	10'	20'min./ 45'total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							
Building Height (max.)[12,13, and 14]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements (See Division 10-30.20, Affordable Housing Incentives)							
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
~~**Max. Outside the RPO**~~	~~**1**~~	~~**1**~~	~~**6**~~	~~**14**~~	~~**14**~~	~~**29**[5]~~	~~**11**~~
Maximum without the Resource Protection Overlay (RPO)	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
Maximum with the RPO, inside of a pedestrian shed of an activity center[(18)]	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
~~**Max. Within the RPO**~~ **Maximum with the RPO, outside of a pedestrian shed of an activity center**[(18)]	1	1	5	- -	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	**---End note 15---**		**15**	**- -**	**35**	**72.5**	**- -**
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a	**---End note 16---**		**21**	**- -**	**49**[17]	**101.5**[17]	**- -**

	pedestrian shed of an activity center[(18)]							
	Maximum with the RPO	**---End note 15---**		**12.5**	**- -**	**22.5**	**55**	**- -**
	Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[(18)]	**---End note 16---**		**17.5**	**- -**	**31.5[17]**	**77[17]**	**- -**
Lot Requirements								
Area								
	Gross (min.)	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
	Per Unit (min.)	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note 5	End note 5	4,000 sf
Width								
	Interior Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
	Corner Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
	Depth (min.)	200'[7]	--	100'[8]	100'	100'[8]	75'[8,10]	--
Other Requirements								
Open Space (% of Development Site Area)[11]		--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening		See Division 10-50.50						
Landscaping		See Division 10-50.60						
Lighting		See Division 10-50.70						
Parking		See Division 10-50.80						
Signs		See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).
2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).
4. Building height can be exceeded with approval of a Conditional Use Permit.
5. The maximum number of units for each lot is based on the following:

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential ~~Development~~ **Development,** the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.

12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.

13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.

14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.

15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.

16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.

17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.

18. Activity centers are delineated on the General Plan or applicable Specific Plan.

Key
- - Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

10-40.30.040 Commercial Zones

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
Industrial, Manufacturing, Processing and Wholesaling						
Carpenter or Cabinet Shops		--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	UP	--	
Machine or Metal Working Shops		--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	UP[2]	P	--
Research and Development Uses	10-40.60.300	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	P[4]	--	--
Warehousing	10-40.60.330	--	P[3]	P[3]	--	P[3]

Wholesaling and Distribution		--	--	--	P	P[3]
Recreation, Education and Assembly						
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	--	--
Libraries, Museums		P	P	P	P	P
Meeting Facilities, Public or Private	10-40.60.230					
Regional		--	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Neighborhood		P[5]	P/UP[5]	--	--	--
Outdoor Public Uses, General		P	P	P	--	--
Places of Worship		P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]
Schools – Public and Charter		P	P	P	P	P
Schools – Private		P	P	P	P	P
Theaters		P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP
Residential[7]						
Co-housing	10-40.60.120	P[6]	P[6]	P[6]	P[6]	P[6]
Congregate Care Facilities		UP	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P
Development, Duplex		P[6]	P[6,9]	P[6]	P[6]	P[6]
Development, Multiple-Family		P[6]	P[6]	P[6]	P[6]	P[6]
Development, Single-Family		--	P[9]	--	--	--

Dormitories		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Fraternities and Sororities		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Group Homes		P[6]	P[6]	P[6]	P[6]	P[6]
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**- -**	**UP**	**- -**	**- -**	**- -**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
Home Occupation	10-40.60.180	P	P	P	P	P
Institutional Residential						
Custodial Care Facilities		P[8]	P[8]	P[8]	P[8]	P[8]
Homeless Shelters	10-40.60.190					
Emergency Shelters		P[8]	P[8]	P[8]	P[8]	P[8]
Short Term Housing		P[8]	P[8]	P[8]	P[8]	P[8]
Transitional Housing		P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP
Sheltered Care Homes		P	P	P	P	P
Live/Work	10-40.60.200	P	P	P	P	P
Planned Residential Development	10-40.60.280	P/UP	P/UP[9]	UP	UP	UP
Residence for Owner, Caretaker or Manager		P[6]	P[6]	P[6]	P[6]	P[6]
~~**Rooming and Boarding Facilities**~~		~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~

Single Room Occupancy		UP	--	P	--	P
Retail Trade						
Bars/Taverns		P	P	P	P	P
Crematorium		P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	--	--
Drive-through Service		P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P
General Retail Business		P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P
Mixed-Use High Occupancy Housing Development	**10-40.60.175 and 10-40.60.260**	**UP**	**UP**	**UP**	**UP**	**UP**
Restaurant or Cafe		P	P	P	P	P
Services						
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P
Cemeteries		UP	UP	UP	UP	--
Dry-cleaning, Processing		P	P	P	--	--
Equipment Rental Yard		--	UP	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	P	--	UP
General Services		P	P	P	P	P
Hospital		UP	UP	UP	UP	UP
Kennel, Animal Boarding	10-40.50.195			UP [11]		
Medical Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Office		P	P	P	P	P
Public Services						
Public Services Major		--	--	--	--	--

	Public Services Minor		P	P	P	P	P
	Emergency Services		UP	UP	UP	UP	UP
Travel Accommodations			UP	--	P	--	P
Veterinary Clinics			P	P	P	P	--
Veterinary Hospitals			--	--	UP	UP	--
Telecommunication Facilities							
AM Broadcasting Facilities		10-40.60.320	UP	UP	UP	UP	UP
Antenna-Supporting Structure		10-40.60.320	UP	UP	UP	UP	UP
Attached Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Collocation Facility		10-40.60.320	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities		10-40.60.320	P	P	P	P	P
Stealth Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Transportation and Infrastructure							
Accessory Wind Energy Systems		10-40.60.040	P	P	P	P	P
Garages, Off-Street			P	P	P	P	P
Parking Lots, Off-Street		10-50.80	P	P	P	P	P
Passenger Transportation Facilities			--	--	UP	UP	UP
Urban Agriculture							
Community Gardens		10-40.60.140	P	P	P	P	P
Food Production			--	--	UP[2]	UP[2]	--
Vehicle Sales and Services							
Automobile Service Station and Convenience Store		10-40.60.090	P	P	P	P	--

Automobile and Trailer Rental		--	--	P	P	--
Automobile/Vehicle Sales and Service, New and Used		--	UP	P	P	UP
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	P	P	--
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	P	P	--
Car Washes		P	P	P	--	--
Mobile Homes and Recreational Vehicles, Sales, and Service		--	--	P	--	--

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development ~~(Section 10-40.60.280)~~.
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

Key

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

Section 10-40.30.040 Commercial Zones

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

Table 10-40.30.040.C.
Commercial Zones – Building Form and Property Development Standards

		Commercial Zones				
		SC	**CC**	**HC**	**CS**	**CB**
Building Placement Requirements						
Setback from property line						
Front (Also see Section 10-50.60.040.B)		15' [1]	0'	0' [2]	0'	0'
Side						
	Adjacent to Residential Use	---------- 15' min.[6] ----------				
	Street Side (min.)	10' [3]	10' [3]	10' [3]	10' [3]	0'
	All Other sides	---------- 0' ----------				
Rear						
	Adjacent to Residential	---------- 15' min. ----------				
	All Other rears	---------- 0' ----------				
Building Form Requirements						
Building Height (max.)[8, 9, 10]		35'	60' [4, 7]	60' [4]	60' [4]	60' [4]
Gross FAR (max.)		0.8	2.5	3.0	2.0	No max.
Density Requirements						
Gross Density (units/acre) ~~(max.)~~ ~~(Not Applicable to Mixed Use)~~						
	~~Areas of the City without the Resource Protection Overlay (RPO)~~ **Maximum without the Resource Protection Overlay (RPO)**	~~13~~ **13[11]**	----------~~29~~ **29[11]**----------			
	~~Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO~~ **Maximum with the RPO, inside of a pedestrian shed of an activity center[(13)]**	~~13~~ **13[11]**	----------~~29~~ **29[11]**----------			
	~~Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan~~	~~13~~ **13[11]**	----------~~22~~ **22[11]**----------			

	Maximum with the RPO, outside of a pedestrian shed of an activity center[(13))]					
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four Dwelling Units or More						
	Maximum without the RPO for a development	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 55[12]----------**			
Lot Requirements						
Area (Gross sf) (min.)[5]		6,000	9,000	9,000	9,000	7,000
Width (min.)[5]		50'	60'	60'	60'	50'
Depth (min.)[5]		100'	100'	100'	100'	--
Open Space						
Developments with Two or More Dwelling Units		---------- 15 percent of the net lot area ----------				
Other Requirements						
Fences and Screening		See Division 10-50.50				
Landscaping		See Division 10-50.60				
Outdoor Lighting		See Division 10-50.70				
Parking		See Division 10-50.80				
Signs		See Division 10-50.100				

End Notes

1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.
2. No front setback required, except when required by the adoption of building setback lines along specified streets.
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.
4. Conditional use permit required for structures over 60' in height.
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional

	height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
10.	Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
11.	**Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.**
12.	**Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.**
13.	**Activity centers are delineated on the General Plan or applicable Specific Plan.**

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses**,** as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use**[1]	**Specific Use Regulations**	**T3N.1**
Residential			Places of Worship		P/UP[6]
Accessory Buildings and Structures	10-40.60.020	P	Schools – Private		P
Accessory Dwelling Unit	10-40.60.040	P	Schools – Public and Charter		P[5]
Co-Housing	10-40.60.120	P	Retail Trade		
Congregate Care Facilities		UP	Neighborhood Market ≤ 1,500 sf		UP
Dormitories and Fraternities/Sororities		UP	Services		
Dwelling: Multiple-Family		P[2]	Bed and Breakfast	10-40.60.110	P
Dwelling: Single-Family		P	Cemeteries		UP
Duplex		P[2]	Daycare	10-40.60.150	
Group Home		P	Home		P
Home Occupation	10-40.60.180	P	Centers		UP
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	Public Services		

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use[1]**	**Specific Use Regulations**	**T3N.1**
Institutional Residential	10-40.60.190	UP	Public Services Minor		P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Emergency Services		UP
Recreation, Education and Public Assembly			Telecommunication Facilities		
Dance or Music Studio ≤ 650 sf		P[3]	Stealth Telecommunication Facilities	10-40.60.310	P
Libraries, Museums			Transportation and Infrastructure		
≤ 2,500 sf		P	Accessory Wind Energy Systems	10-40.60.040	P
> 2,500 sf		UP	Urban Agriculture		
Meeting Facilities, Public and Private	10-40.60.230	P/UP[4]	Community Gardens	10-40.60.140	P
Outdoor Public Use, General		P			

End Notes
1. See Chapter 10-80, Definitions, for use type definitions. 2. Permitted only if the use exists at the effective date of this code. 3. Not allowed on the ground floor unless behind an allowed ground-floor use. 4. UP required if liquor is sold or if facilities exceed 250 seats. 5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Permitted Use

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Residential			Services		
Accessory Buildings and Structures	10-40.60.020	P	Bed and Breakfast	10-40.60.110	P
Accessory Dwelling Unit	10-40.60.030	P	Cemeteries		UP
Co-Housing	10-40.60.120	P	Crematoriums		UP
Congregate Care Facilities		UP	Daycare	10-40.60.150	
Dormitories and Fraternities/Sororities		UP	Home		P
			Centers		UP
Dwelling: Multiple-Family		P	Public Services		
Dwelling: Single-Family		P	Public Services Minor		P
Duplex		P	Emergency Services		UP
Group Home		P	Telecommunication Facilities		
Home Occupation	10-40.60.180	P	Stealth Telecommunication Facilities	10-40.60.310	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**			
Institutional Residential	10-40.60.190	UP			
Live/Work		P	Transportation and Infrastructure		
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Accessory Wind Energy Systems	10-40.60.040	P

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Recreation, Education and Public Assembly Uses			Urban Agriculture		
Dance or Music Studio ≤ 650 sf		P[2]	Community Gardens	10-40.60.140	P
Libraries, Museums			End Notes		
≤ 2,500 sf		P	1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.		
> 2,500 sf		UP			
Meeting Facilities, Public and Private	10-40.60.230	P/UP[3]			
Outdoor Public Use, General		P			
Places of Worship		P/UP[5]			
Schools – Private		P			
Schools – Public and Charter		P[4]			
Retail Trade					
Neighborhood Market ≤ 1,500 sf		P			
Key					
P	Permitted Use				
UP	Permitted Use				

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses**,** as follows:

10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**	**Land Use**[1]	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging			
Group Home		P	P	≤ 15 rooms		-	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	Offices		-	P
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**	Public Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**	Public Services Minor		P	P
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**	Emergency Services		UP	UP

I. Allowed Uses

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~Rooming and Boarding Facilities~~	-	~~UP~~	~~UP~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**	**Land Use[1]**	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses**,** as follows:

10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**	**Land Use[1]**	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging		UP	UP
Group Home		P	P				

I. Allowed Uses

Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~**Rooming and Boarding Facilities**~~	~~-~~	~~**UP**~~	~~**UP**~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P

Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
Offices		-	P
Public Services			
Public Services Minor		P	P
Emergency Services		UP	UP
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P
End Notes			

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**	**Land Use[1]**	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**
General Retail Businesses, except with any of the following features		-	P	3. UP required if liquor is sold or if facilities exceed 250 seats. 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.			
Drive-Through		-	-	Key			
Floor Area ≥ 3,500 sf		-	UP	P	Permitted Use		
Markets				UP	Conditional Use Permit Required		
Neighborhood Market ≤ 2,500 sf		-	P	-	Use Not Allowed		
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses**,** as follows:

10-40.40.090 T5 Main Street (T5) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T5**	**T5-O**	**Land Use[1]**	**Specific Use Regulations**	**T5**	**T5-O**
Industrial, Manufacturing				Retail Trade			
Manufacturing and Processing, Incidental		P	P	Bars/Taverns		P	P
Residential				General Retail Businesses, except with any of the following features		P	P
Accessory Buildings and Structures	10-40.60.020	P[2]	P	Drive-Through		-	-
Accessory Dwelling Unit	10-40.60.030	P[2]	P	Floor Area ≥ 5,000 sf		UP	UP
				Mixed Use		P	P

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T5**	**T5-O**	**Land Use[1]**	**Specific Use Regulations**	**T5**	**T5-O**
Co-Housing	10-40.60.120	P[2]	P	**Mixed-Use High Occupancy Housing Development**	**10-40.60.175**	**UP**	**UP**
Congregate Care Facilities		UP[2]	UP				
Dormitories, Fraternities/Sororities and SROs		UP[2]	UP	Micro-brewery/Micro-distillery	10-40.60.240	P	P
				Restaurants or Cafes		P	P
Dwelling: Multiple-Family		P[2]	P	Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	**UP**				
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**	**UP**	ATM		-	P
Group Home		P[2]	P	Bed and Breakfast	10-40.60.110	P	p
Home Occupation	10-40.60.180	P	P				
Institutional Residential				Cemeteries		UP	UP
Custodial Care Facilities		UP[2], [3]	UP	Crematoriums		UP	UP
Nursing Homes		UP[2], [3]	UP	Daycare	10-40.60.150		
Homeless Shelter	10-40.60.190	UP[2], [3]	UP	Home		P	P
Sheltered Care Home		UP[2], [3]	UP	Centers		UP	UP
Live/Work		P	P	Funeral Homes, Chapels, Mortuaries		P	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	~~**UP**~~	General Services		P	P
				Lodging		P	P
Recreation, Education and Public Assembly Uses				Office		P[2]	P
Commercial Recreation Facility, Indoor				Public Services			
				Public Services Minor		P	P
≤ 5,000 sf		P	P	Emergency Services		UP	UP
> 5,000 sf		UP	UP	Veterinary Clinic		P[2]	P

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T5**	**T5-O**	**Land Use[1]**	**Specific Use Regulations**	**T5**	**T5-O**
Libraries, Museums		P	P	Transportation and Infrastructure			
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]	Accessory Wind Energy Systems	10-40.60.040	P	P
Places of Worship		P/UP[6]	P/UP[6]	Garages, Off Street		P[2]	P[2]
Schools – Private		P	P				
Schools – Public and Charter		P	P	Parking Lots, Off Street		P[2]	P[2]
Theaters, Walk-in		P	P				
Telecommunication Facilities				Urban Agriculture			
AM Broadcasting Facilities	10-40.60.310	UP	UP	Community Gardens	10-40.60.140	P	P
Antenna-Supporting Structure	10-40.60.310	UP	UP	Vehicle Sales and Services			
Attached Telecommunication Facilities	10-40.60.310	P	P	Automobile/Vehicle Sales, New and Used		P	P
Collocation Facility	10-40.60.310	P	P	Automobile/Vehicle Repair Garage	10-40.60.100		
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	Minor		P[2]	P[2]
Stealth Telecommunication Facilities	10-40.60.310	P	P	Major		UP[2]	UP[2]
End Notes							

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T6**	**Land Use[1]**	**Specific Use Regulations**	**T6**
Residential5			Services		
Accessory Buildings and Structures	10-40.60.020	P[2]	ATM		P
Accessory Dwelling Unit	10-40.60.030	P[2]	Bed and Breakfast	10-40.60.110	P
Co-Housing	10-40.60.120	P[2]	Cemeteries		UP
Congregate Care Facilities		UP[2]	Crematorium		UP
Dormitories, Fraternities/Sororities and SROs		UP[2]	Daycare	10-40.60.150	
			Home		P
Dwelling: Multiple-Family		P[2]	Centers		UP
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	Dry-cleaning, Pick-up Only		P

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T6**	**Land Use[1]**	**Specific Use Regulations**	**T6**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**			
Group Home		P[2]	Funeral Homes, Mortuaries		UP
Home Occupation	10-40.60.180	P			
Homeless Shelter	10-40.60.190	UP	General Services		P
Institutional Residential			Hospitals		UP
Custodial Care Facilities		UP[2, 3]	Lodging		P
Nursing Homes		UP[2]	Office		P
Homeless Shelter		UP[2, 3]	Public Services		
Sheltered Care Home		UP[2, 3]	Public Services Minor		P
Live/Work		P	Emergency Services		UP
Mixed Use		P	Transportation and Infrastructure		
Mixed-Use High Occupancy Housing Development	**10-40.60.175**	**UP**	Accessory Wind Energy Systems	10-40.60.040	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~			
Recreation, Education and Public Assembly Uses			Garages, Off Street		P[2]
Commercial Recreation Facility, Indoor			Parking Lots, Off Street		P[2]
			Passenger Transportation Facilities		P6
≤ 5,000 sf		P	Industrial, Manufacturing, Processing and Wholesaling		
> 5,000 sf		UP	Manufacturing/Processing – Incidental		P
Libraries, Museums		P	Manufacturing/Processing – Incidental		P
Meeting Facilities, Public and Private	10-40.60.230	P[3, 4]	Telecommunication Facilities		
Places of Worship		P/UP[7]	AM Broadcasting Facilities	10-40.60.310	UP
Schools – Private		P	Antenna-Supporting Structure	10-40.60.310	UP

H. Allowed Uses

Land Use[1]	Specific Use Regulations	T6
Schools – Public and Charter		P
Theaters, Walk-in		P
Retail Trade		
Bars/Taverns		P
General Retail Businesses, except with any of the following features		P
Drive-Through		-
Floor Area ≥ 5,000 sf		UP
Micro-brewery/Micro-distillery	10-40.60.240	P
Restaurants or Cafes		P

Land Use[1]	Specific Use Regulations	T6
Attached Telecommunication Facilities	10-40.60.310	P
Collocation Facility	10-40.60.310	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P
Stealth Telecommunication Facilities	10-40.60.310	P
Vehicle Sales and Services		
Automobile/Vehicles Sales, new and used		UP
Urban Agriculture		
Community Gardens	10-40.60.140	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. Passenger facilities shall be on the ground floor with access to a public street or a public space.
7. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
–	Use Not Allowed

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. General Requirements.

1. **The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.**
2. **An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**
3. **An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:**
    a. **A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and**
    b. **A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.**
4. **An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.**
5. **The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.**
6. **The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.**
7. **Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.**
8. **An HOHD in a Commercial Zone shall be:**

a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and

b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.

9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.

10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.

11. An MHOHD shall be on a lot or parcel that:

a. Abuts a street classified as a commercial corridor shown on the General Plan; and

b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.

B. Building Footprint[(1)] Sizes and Separation Requirements.

1. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.

2. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.

3. Maximum building footprint[(1)] inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.

4. Maximum building footprint[(1)] inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.

5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.

6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.

Note 1. For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. **The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.**

2. **Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.**

3. **If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.**

    a. **The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.**

4. **The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.**

D. Crime Free Multi-Housing Program.

1. **The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.**

2. **Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.**

3. **The property owner, or agent, shall:**

    a. **Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;**

    b. **Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and**

    c. **Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.**

4. **Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.**

5. **A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.**

6. **Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.**

E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:

1. **For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .**

2. **Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:**

   a. **Less than or equal to 1,320 feet; or**

   b. **A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.**

   The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

10-40.60.260 Mixed Use

D. **Site Layout and Development Design Standards.**

~~**2. There is no density limitation established for residential uses in mixed-use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.**~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

Division 10-50.80:

Parking Standards

Sections:

10-50.80.010 Purpose

10-50.80.020 Applicability

10-50.80.030 General Parking Standards

10-50.80.040 Number of Motor Vehicle Parking Spaces Required

10-50.80.050 Bicycle Parking

10-50.80.060 Parking Adjustments

10-50.80.061 Transit Pass Parking Reduction Pilot Program

10-50.80.070 Parking Alternatives

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required

C. General to All Zones.

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Use	Number of Required Spaces
Residential	
~~**Market Rate (all dwelling classifications)**~~	
Single-Family Dwelling ~~**(Attached and Detached)[1]**~~ **(Attached and Detached)[1]**	2.0 **spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.**

~~Multifamily, Dwelling Duplex[1] and Triplex~~ **Multiple-Family Development and Duplex[1] Developments**	
Unit Type	
Studio **per unit**	1.25
1 Bedroom **per unit**	1.5
2 – 3 Bedrooms **per unit**	2.0
4 Bedrooms **per unit**	2.5
5+ Bedrooms **per unit**	~~2.5~~ **3.0** spaces for the first **4 5** bedrooms plus 0.5 space for each additional bedroom
Guest Spaces ~~for Multifamily Dwelling Duplex and Triplex~~ (Includes spaces for boats and RVs)	0.25 ~~per~~ **spaces for** each ~~2+ bedroom~~ unit **with two bedrooms and greater**
Affordable (All Dwelling Classifications)	
Studio	1.0
1 Bedroom	1.0
2 – 3 Bedrooms	1.5
4+ Bedrooms	2.0
Guest Spaces for Multifamily Dwelling (Includes Boats and RVs)	0.25 per each 2+ bedroom unit
High Occupancy Housing Development	
a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less	**1 space per bedroom**
b. Developments Sites with four units or more	**The sum of:** **1 to 75 bedrooms = 1 space per bedroom, plus** **76 to 325 bedrooms = 0.90 spaces per bedroom, plus** **326 to 650 bedrooms = 0.80 spaces per bedroom, plus** **Greater than 650 bedrooms = 0.70 spaces per bedroom**
~~Rooming and Boarding Facilities~~	
~~Private Rooms~~	~~1 per bedroom or sleeping room plus 1 for owner or manager~~
~~No Private Rooms~~	~~1 per 100 gsf plus 1 for owner or manager~~
Mixed-Use Developments	
Mixed-Use	**1. 1 per 300 gsf of non-residential floor area, plus** **2. One dwelling unit: 2 spaces** **3. Two or more dwelling units: The spaces required for a Multiple-Family Development**
Mixed-Use High Occupancy Housing Development	**1. 1 per 300 gsf of non-residential floor area, plus** **2. The spaces required for a High Occupancy Housing Development**

End Notes
[1] Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

10-50.80.050 Bicycle Parking

B. Required Bicycle Parking Spaces.

~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~

~~2. Bicycle spaces shall be provided in accordance with the following requirements:~~

~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~

~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~

~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~

~~Figure 10-50.80.050A~~

~~Correctly Designed Bicycle Rack~~

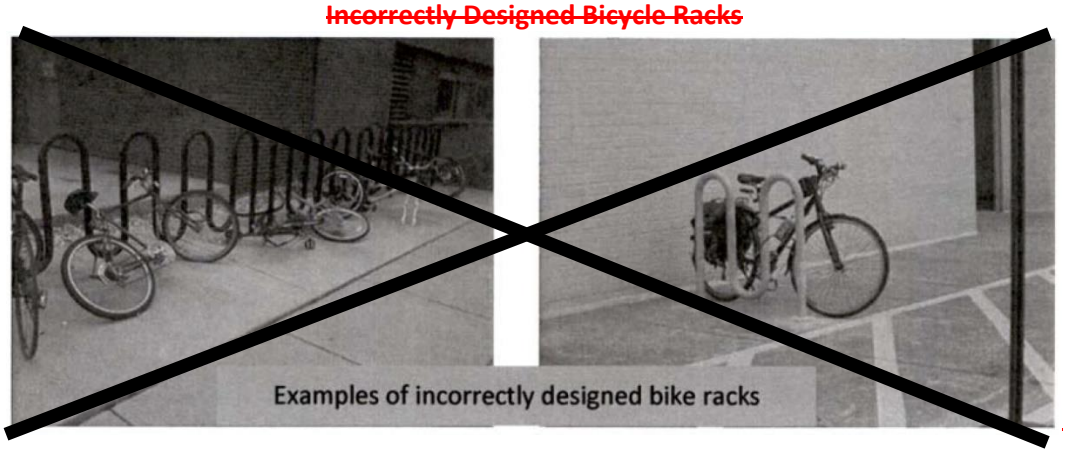
~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~

~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

~~f. Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

~~Figure 10-50.80.050B~~

~~Incorrectly Designed Bicycle Racks~~



~~C. Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~

~~D. Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~

~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~

~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~

~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~

~~4. A minimum of 30 inches shall be provided between adjoining racks.~~

1. **All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.**
   a. **Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.**
   b. **Maximum standard bicycle parking spaces required: 100 bicycle spaces.**
   c. **Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**
   d. **Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .**
2. **High Occupancy Housing Developments.**
   a. **Standard bicycle parking spaces.**
      i. **Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.**

ii. Maximum spaces required: 40 bicycle spaces.

iii. Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.

b. Secure bicycle parking spaces.

i. Minimum spaces required: Equal to 15% of the total number of bedrooms.

ii. Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.

c. Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .

3. Mixed-Use High Occupancy Housing Developments.

a. Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.

b. Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.

c. Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.

C. Bicycle Parking Space Design.

1. Secure Bicycle Parking Spaces.

a. All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.

b. Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.

2. Standard Bicycle Rack Design.

a. All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

10-50.80.060 Parking Adjustments

A. **Transit**. In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop, except for a High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD). The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**

B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.

2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.

C. **Parking Demand Study – Reduced Parking.** ~~**Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.**~~

1. The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.

2. The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.

3. Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.

D. Traffic Management Plan Parking Reduction. The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required**, except for an HOHD or MHOHD**. A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:

1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.

2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.

3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.

4. The traffic management plan shall contain information on the strategies, designated parking, incentives, company vehicles, staggered work hours, and information indicating the owner's ability to provide and enforce these elements over time.

5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.

E. Parking Reduction for Forest Resources. The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards**, except for an HOHD or MHOHD**. An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**

G. Motorcycle Parking Reduction. A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:

1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.

2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

Division 10-50.80: Parking Standards

10-50.80.061 Transit Pass Parking Reduction Pilot Program

A. The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:

1. Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and

2. The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.

B. Program Term. Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.

C. Maximum Parking Reduction. The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.

1. This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.

D. Minimum Requirements.

1. The TPPR is only available to HOHD and MHOHD developments.

2. This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.

3. The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.

4. **The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..**

5 **The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.**

6. **The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.**

7. **The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.**

E. Transit Pass Agreement.

1. **The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.**

2. **The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.**

3. **The agreement shall include, but is not limited to:**

   a. **The type of transit passes to be provided;**

   b. **Notification requirements to tenants and employees of the availability of transit passes to them at no cost;**

   c. **A requirement to obtain, maintain, and provide the City with the following information:**

      i. **The number and types of transit passes requested and provided;**

      ii. **Utilization frequency reports from the transit provider;**

      iii. **Documentation of the annual transit pass proof of purchase;**

      iv. **Bedroom occupancy rates; and**

      v. **The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.**

   d. **An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;**

   e. **Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;**

   f. **Annual reporting requirements;**

   g. **Violations and remedies; and**

   h. **Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.**

4. **The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.**

5. **The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.**

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

K. **Tandem Parking**. ~~**Tandem parking is permitted in all zones for single-family residences, accessory dwelling units, and duplexes as follows:**~~

1. **Tandem parking is allowed in all:**

   a. **Zones for single-family attached and detached dwelling units, and accessory dwelling units; and**

   b. **Non-Transect Residential Zones for duplex developments.**

~~**1.**~~**2.** Both tandem parking spaces satisfy the parking requirement of ~~**one**~~ **one-dwelling unit**. ~~**residential unit; and**~~

~~**2.**~~ **3.** Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

10-50.110.080 Bungalow Court

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

10-50.110.090 Duplex, Side-by-Side

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

10-50.110.100 Duplex, Stacked

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

10-50.110.110 Duplex, Front-and-Back

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

10-50.110.120 Stacked Triplex

F. Vehicle Access and Parking
Where an alley is present, parking and services shall be accessed from the alley.
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

Section 10-80.20.080 Definitions, "H"

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below).

High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:

a. Seven or more bedrooms; or

b. Five or more sanitation facilities.

High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:

a. More than a total of seven bedrooms; or

b. One or more dwelling unit(s) containing four or more sanitation facilities.

High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:

a. More than a total of nine bedrooms; or

b. One or more dwelling unit(s) containing four or more sanitation facilities.

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

- **a. More than 20 percent of the total dwelling units have four bedrooms or more;**
- **b. One or more of the dwelling unit(s) containing four or more sanitation facilities; or**
- **c. The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, "M", to add the term "Mixed-Use High Occupancy Housing Development (MHOHD)", as follows:

10-80.20.130 Definitions, "M"

Mixed-Use High Occupancy Housing Development (MHOHD):

1. A mixed-use development with:

- **a. More than 20 percent of the total dwelling units have four bedrooms or more;**
- **b. One or more dwelling unit(s) containing four or more sanitation facilities; or**
- **c. The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, "R", to add the terms "Ratio, Bedroom-to-Dwelling Unit," and "Ratio, Bedroom-to-Sanitation Facility" as follows:

Section 10-80.20.180 Definitions, "R

Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.

Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{\text{1160 bedrooms}}{\text{350 dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

Section 10-80.20.190 Definitions, "S"

Sanitation ~~Facilities~~ **Facility:** A **delineated area for bathing** ~~bathroom~~ that contains ~~any combination of, or individually,~~ a toilet, ~~shower,~~ sink**,** and a shower or~~,~~ tub ~~or related bathing and sanitation fixtures~~**. The fixtures** (toilet, sink, **and a shower or** tub**) may be located in a room or in close proximity that functions as a** Sanitation **Facility as determined by the Zoning Administrator.**

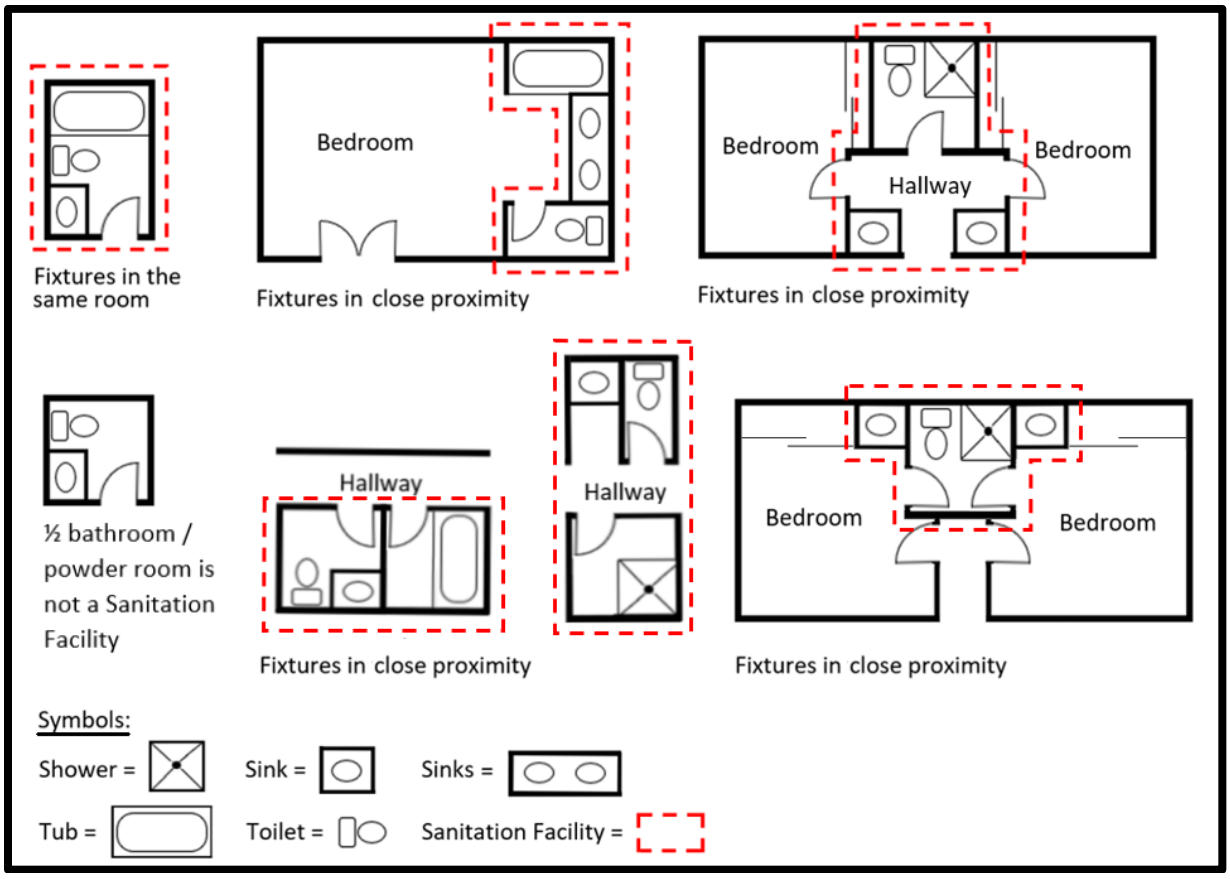


Figure 10-80.20.190 Sanitation Facility Examples

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

APPENDICES

Appendix 1.1 Design Guidelines
Appendix 1.2 Additional Information on Smart Growth and Traditional Neighborhood Developments

Appendix 1.3 Sustainability Guidelines
Appendix 1.4 Bicycle Parking Space Design Requirements
Appendix 2 Planning Fee Schedule
Appendix 3 City of Flagstaff Landscape Plant List
Appendix 4 Outdoor Lighting Reference Material
Appendix 5 Additional Information Applicable to Division 10-50.90, Resource Protection Standards
Appendix 6 Additional Information on Affordable Housing
Appendix 7 List of Major Arterial Streets

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

APPENDICES

Appendix 1.4
Bicycle Space Design Requirements

1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1.4.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

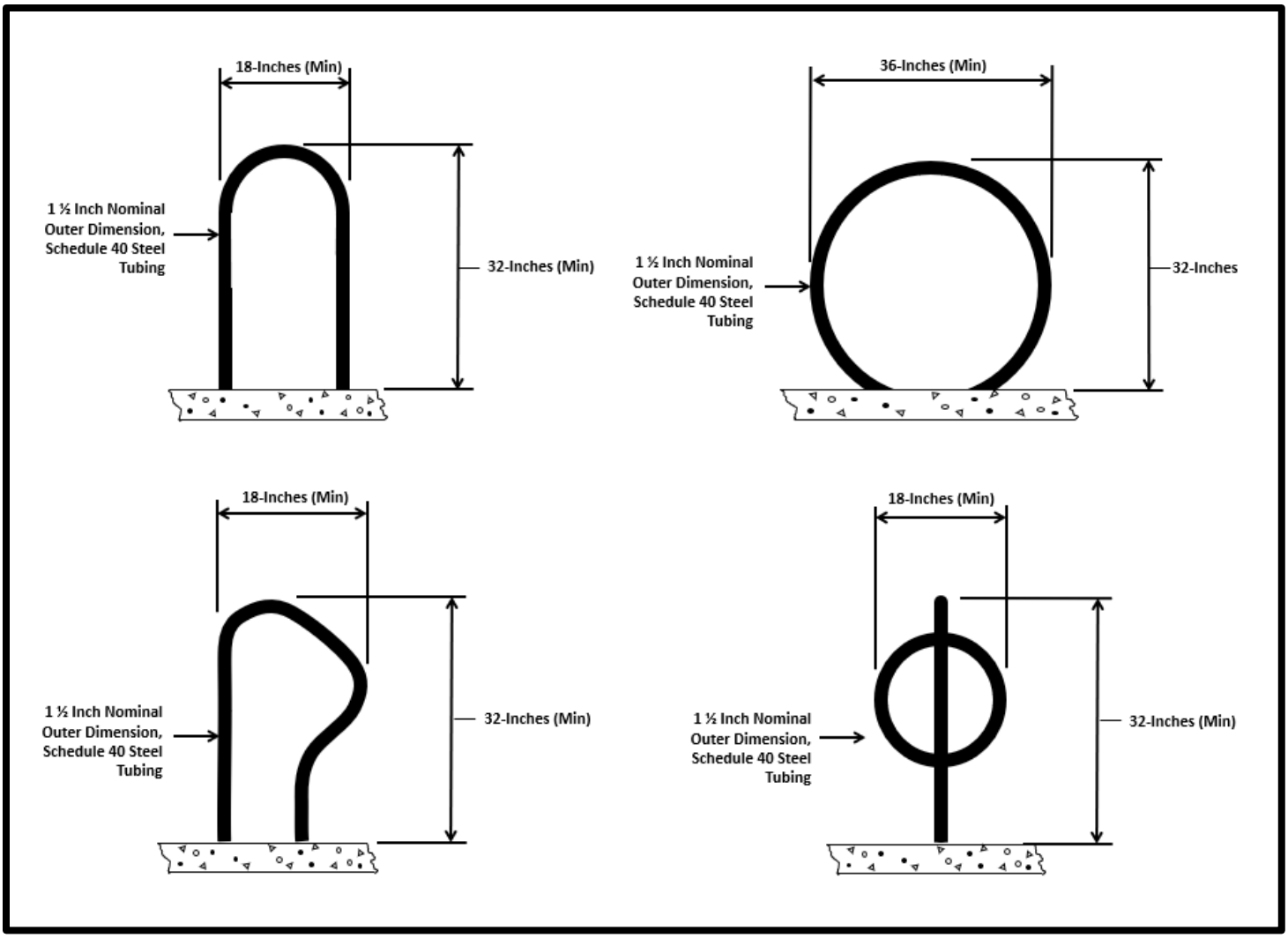


Figure 1.4.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and

b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

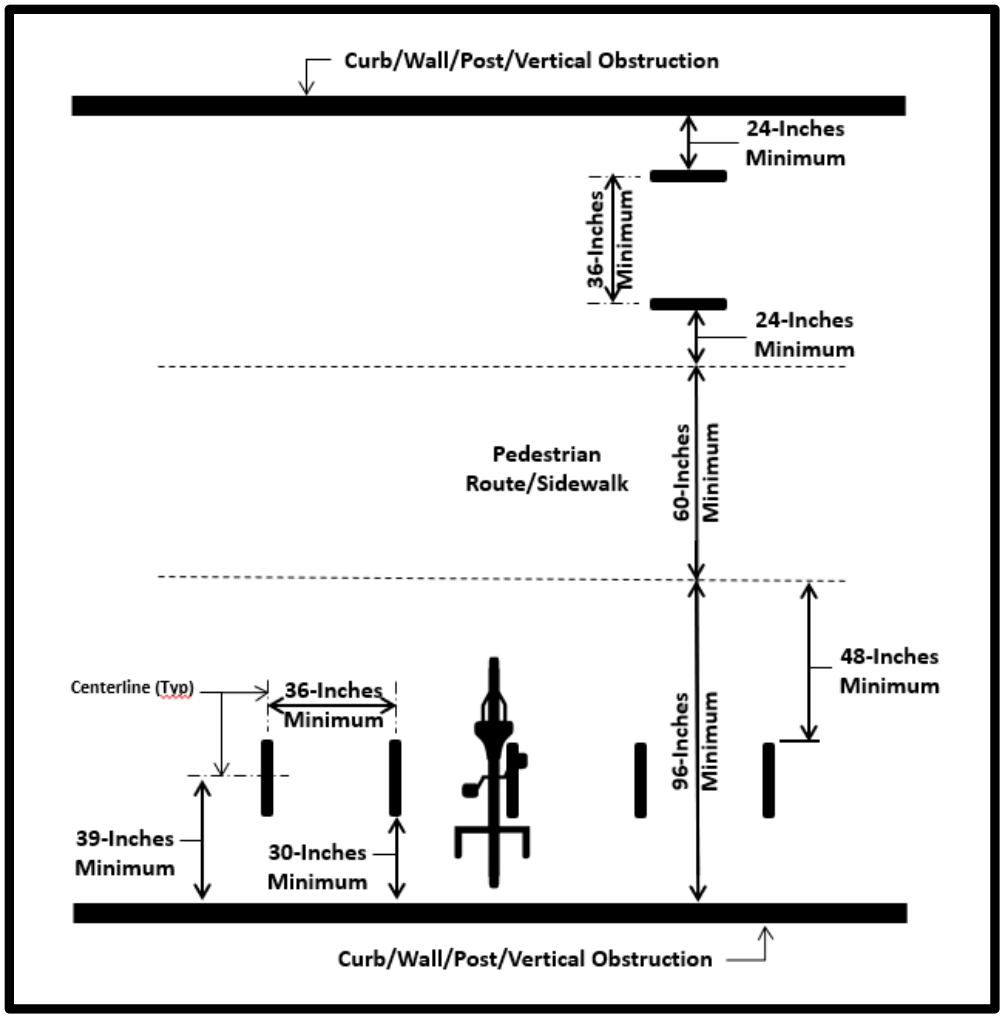


Figure 1.4.030.B.1. Bicycle Rack Placement

2. **The placement of a bicycle rack shall not interfere with pedestrian movements.**
3. **Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.**

C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:

1. **The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;**
2. **The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;**
3. **The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and**
4. **The rack is not a design similar to types indicated in Figure 1.4.030.C.4.**

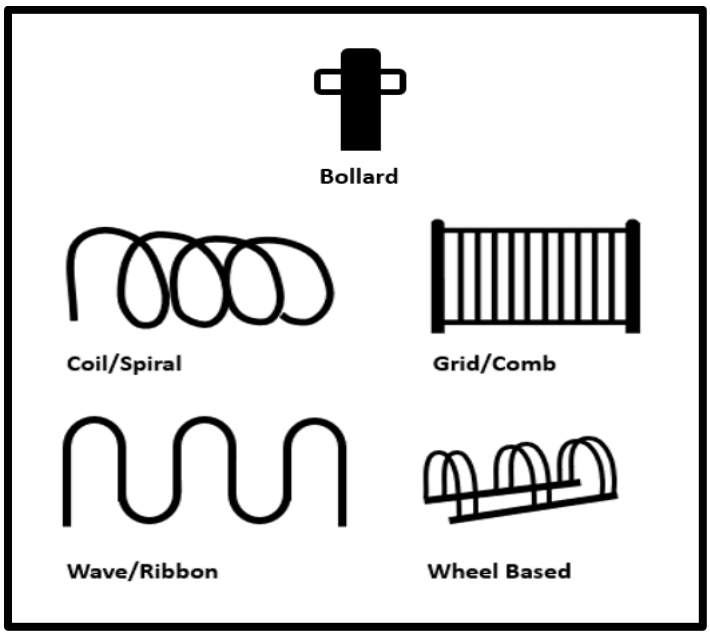


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.

2. The Facilities shall be:

a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;

b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;

c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;

d. Limited to the storage of bicycles; and

e. Include bicycle racks or lockers.

3. The bicycle rack(s) shall:

a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;

b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and

c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

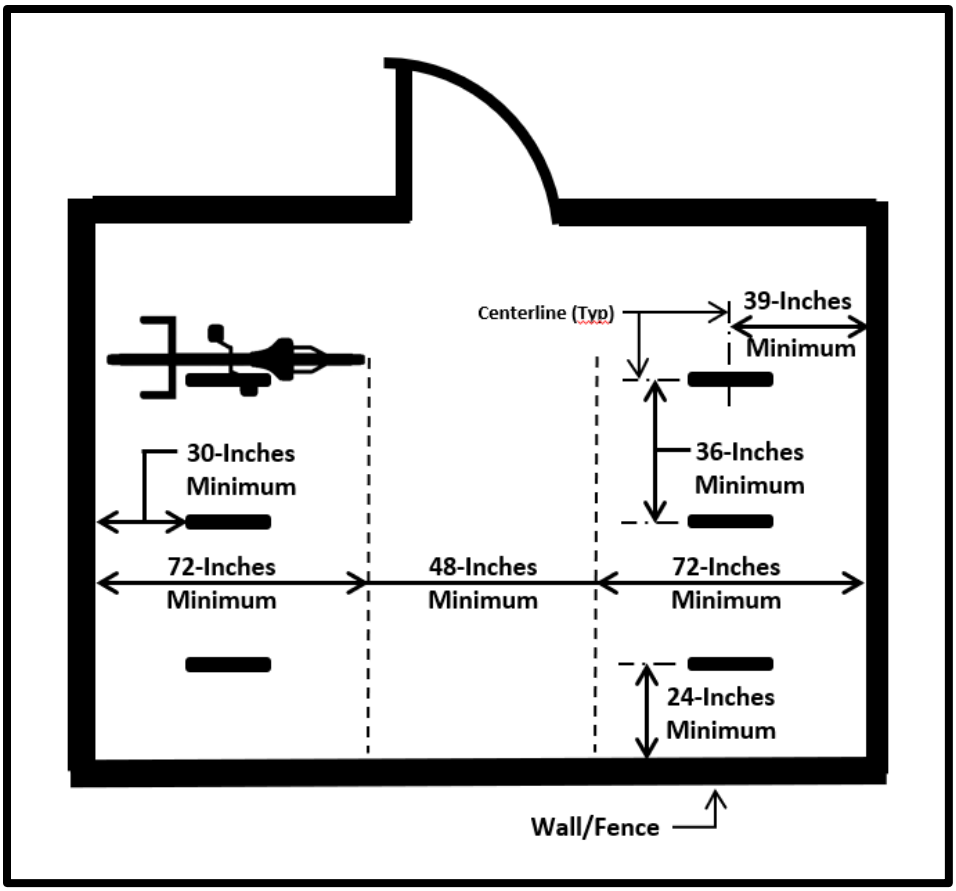


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. **The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.**
2. **The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.**
3. **Stacked lockers shall have a wheel track to guide the bicycle into the locker.**
4. **Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.**
5. **Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.**
6. **The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.**
7. **Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.**
8. **The placement of a locker shall not interfere with pedestrian movements.**

9. **The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.**

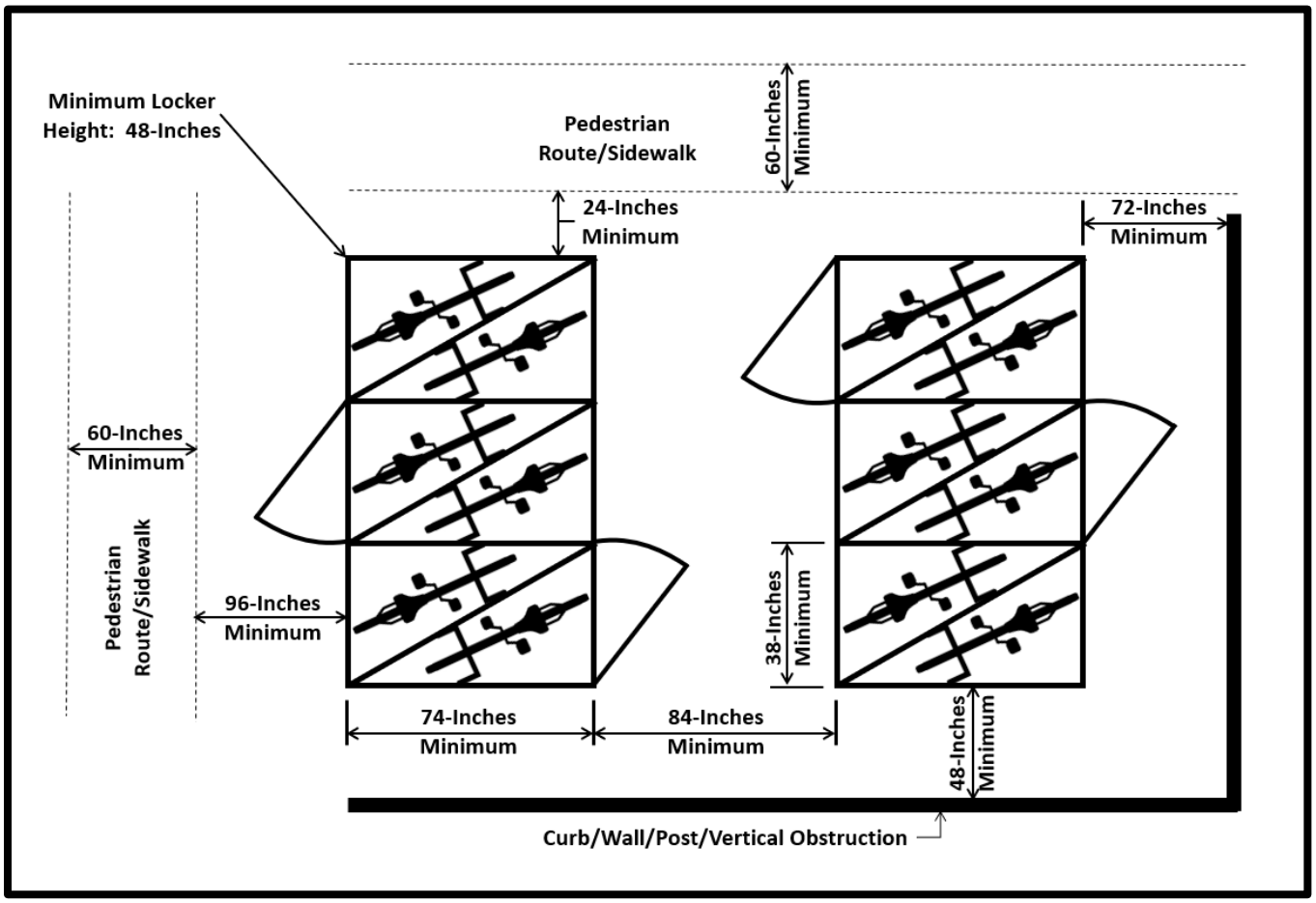


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

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

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This resolution shall be effective on January 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

High Occupancy Housing Zoning Code Text Amendment

Narrative and Regional and Specific Plan Conformance Analysis

Narrative

In February 2018, the Regional Plan was amended, and the High Occupancy Housing Plan (HOH Plan) was adopted to address the community's dialogue on the previously proposed high-intensity mid-rise developments near historic neighborhoods that primarily catered to college students. As outlined in the Regional Plan and High Occupancy Housing Plan (HOH Plan), the adopted goals and policies of these plans intend to enhance and maintain Flagstaff's character and guide future development, which would be considered as High Occupancy Housing Development (HOHD) and Mixed-Use High Occupancy Housing Development (MHOHD). In addition, the HOH Plan contains a list of implementation strategies intended to assist in achieving these goals and policies, several of which include modifications to the Zoning Code.

The proposed Zoning Code Text Amendment (ZCTA) (Attachment Exhibit A to the Resolution) is the first and most significant of the Zoning Code amendments to implement the Regional Plan and High Occupancy Housing Plan (HOH Plan). In addition, the proposed amendment addresses smaller HOHDs that the City Council directed staff to include on October 8, 2019. Therefore, the amendment includes single-family, two-unit (duplex), three-unit (triplex), and multiple-family developments that were not addressed in the HOH Plan.

To implement the goals, policies, and implementation strategies of the HOH Plan, the proposed amendment includes multiple changes to the Zoning Code. New provisions are being added, and several existing regulations are being modified. The most significant of the modifications include the following:

- Removal of the Rooming and Boarding Land Use;
- Incorporation of the proposed High Occupancy Housing Development (HOHD) and Mixed-Use High Occupancy Housing Development (MHOHD) related land uses;
- Incorporation of the maximum bedrooms per acre allowed for developments in the Non-Transect Zones, and additional allowances in the pedestrian shed of an activity center;
- Incorporation of the maximum dwelling units per acre allowed for mixed-use developments in Commercial Zones without a Conditional Use Permit, and additional allowances in the pedestrian shed of an activity center;
- Incorporation of a Conditional Use Permit requirement for an HOHD and MHOHD in the Transect Zones;
- Incorporation of the HOHD and MHOHD use specific standards;
- Incorporation of the Transit Pass Parking Reduction Pilot Program;
- Incorporation and modifications to the parking requirements;
- Incorporation of bicycle space requirements for an HOHD and MHOHD; and
- Incorporation of design requirements for bicycle racks, bins, and storage facilities.

Regional Plan Conformance

Regional Plan Chapter VII – Energy

- Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:

  a. Public transportation

  b. Bicycles

  c. Pedestrians

- Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.

To achieve the above-referenced policies, the ZCTA requires HOHDs and MHOHDs with four or more dwelling units to be located in the pedestrian shed of an activity center. One of the HOH Plan's primary objectives is to promote and provide for the HOHD and MHOHD locations throughout Flagstaff that take advantage of a variety of existing and planned infrastructure improvements. The HOH Plan identifies the Regional Plan activity centers and associated pedestrian sheds (ACAPS) as the most appropriate areas in Flagstaff to locate HOHDs and MHOHDs.

ACAPS are typically served with existing or planned infrastructure improvements that provide alternative modes of transportation (bicycle routes, pedestrian facilities, paths/trails, streets, and/or transit routes) nearby. These areas generally have utility infrastructure that is sized to accommodate an increased development intensity in a mixed-use land use pattern. The referenced land use pattern and existing and planned infrastructure minimizes waste and increases energy efficiency to provide for the immediate and ongoing resource needs. Furthermore, the ACAPS's intended land use pattern and proximity to alternative transportation modes allow for opportunities to minimize vehicle trips through alternate transportation methods.

The proposed vehicle parking requirements are based on Flagstaff's actual parking utilization rates for the HOHD and MHOHD development types. These provisions account for the use of bicycles and transit by residents and employees. To achieve the proposed parking rates and to promote the use of multimodal transportation options, the ZCTA also includes new provisions for secure bicycle parking in HOHDs and MHOHDs. In addition, the ZCTA includes a parking reduction program for property owners, which provides free public transit passes to residents and employees. These two provisions intend to promote and encourage the use of bicycles and public transit, which lowers energy consumption and vehicle miles traveled in conformance with the Regional Plan and the Climate Change Action and Adaptation Plan.

Chapter VIII - Community Character

- Policy CC.2.3. Mitigate development impacts on heritage resources.
- Policy CC.2.7. Protect existing historic districts from encroachment by land uses that compromise the historic characteristics of the district.
- Policy CC.2.8. In "Historic" activity centers (Downtown and Five Points), prioritize Community Character (CC) and Downtown (LU.11 and LU.12) goals and policies over the Activity Center goals and policies found in LU.18, when considering cases for rezoning.
- Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

- Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.

Flagstaff's community character is based on a combination of development patterns that create a unique sense of place. To assist in enhancing, maintaining, and mitigating their effects on the community character, HOHDs and MHOHDs are required to demonstrate compliance with the compatibility provisions that are outlined in the Zoning Code as part of the Conditional Use Permit process. Additionally, any HOHD or MHOHD that is subject to the Zoning Code's heritage preservation provisions is required to obtain a determination from the Heritage Preservation Commission that the development's design has no adverse effects or has appropriately mitigated its effects on the relevant historic cultural resource. An affirmative determination by the Heritage Preservation Commission is necessary for it to be found in compliance with the proposed additional criteria for an HOHD or MHOHD Conditional Use Permit.

In conjunction with the provisions above, building footprint-size and separation requirements have been incorporated. Based on the ACAPS type (Regional, Historic, and all other) in which the HOHD or MHOHD is located, the requirements intend to promote compatible building sizes and proportions that are appropriate to each area. The building separation requirements intend to provide compatible space between buildings based on the development's height. Also, the building footprint-size and separation requirements assist in maintaining the traditional development patterns of existing buildings.

To help mitigate the encroachment of HOHD and MHOHD land use and development patterns that are inconsistent with historic districts and neighborhoods, the ZCTA includes provisions that limit the number of bedrooms that a two-unit and three-unit HOHD or MHOHD are allowed. In addition, some zones contain a maximum number of bedrooms per acre, which HOHDs or MHOHDs may obtain with a Conditional Use Permit.

Chapter IX - Growth Areas & Land Use

- Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multimodal transit options and infrastructure.
- Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.
- Policy LU.10.3. Value the traditional neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.
- Goal LU.18. Develop well-designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.
- Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
- Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.
- Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

- Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.
- Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.
- Policy U.18.14. Endorse efficiency of infrastructure with compact development within targeted activity centers.

One of the primary purposes of the proposed ZCTA is to implement the Regional Plan and HOH Plan as it pertains to the development of activity centers, compact development, and appropriate densities that are compatible with surrounding neighborhoods. The ZCTA includes several provisions to address the above-referenced goal and policies, including new land uses. The land uses include the following:

- High Occupancy Housing Development, Single-Family,
- High Occupancy Housing Development, Two-units,
- High Occupancy Housing Development, Three-units,
- High Occupancy Housing Development, Four-units and Greater, and
- Mixed-Use High Occupancy Housing Development.

These new uses and their associated provisions are intended to provide regulations for development types that are currently regulated under broader land uses, definitions, and standards.

One of the HOH Plan's primary objectives being implemented with the ZCTA is the locational criteria for HOHDs and MHOHDs. The HOH Plan identifies the Regional Plan activity centers and associated pedestrian sheds as the most appropriate areas in Flagstaff to locate HOHDs and MHOHDs. Accordingly, the ZCTA includes provisions that require an HOHD or MHOHD with four dwelling units or greater to be located in the ACAPS. The provisions also require any HOHD or MHOHD with more than 50 dwelling units or 125 bedrooms to be located in the pedestrian shed of a Regional Activity Center. It should be noted that the single-family, two-unit, and three-unit HOHDs and MHOHDs are proposed to be allowed in almost all zones that allow the single-family, duplex, multiple-family, and mixed-use land use.

One of the primary purposes of requiring HOHDs or MHOHDs with four dwelling units or greater to be located in the ACAPS is that the areas are typically served with existing or have planned infrastructure improvements that provide alternative modes of transportation (bicycle routes, pedestrian facilities, paths/trails, streets, and/or transit routes) nearby. The availability of alternative modes of transportation may assist with reducing vehicle trips.

It should be noted that the ZCTA provisions also require HOHDs and MHOHDs to be located within 1,320 feet of a permanent transit route unless an alternative distance is approved by the Planning and Zoning Commission. The provisions also require that the distance between the permanent transit stop and the Development Site of the HOHD or MHOHD is measured following a continuously improved sidewalk and/or public paved trail. This provision is intended to ensure that the HOHDs and MHOHDs are provided in a traditional walkable environment.

The ACAPS areas generally also have utility infrastructure sized to accommodate an increased development intensity in a mixed-use land-use pattern. The referenced land-use pattern and existing and planned infrastructure increase the infrastructure efficiencies in the area. Furthermore, the mixed-use land-use patterns of ACAPS encourage land-use efficiencies by allowing complementary residential

and non-residential uses to be near or within the same development. Also, HOHDs and MHOHDs in the ACAPs provide opportunities to incorporate a variety of residential housing choices.

The variety of housing choices, transit location requirements, and the pedestrian-oriented design provisions of the Zoning Code's site design and architectural design standards are intended to provide a community character based on traditional mixed neighborhoods that are walkable and are found within and around Downtown.

To maintain the commercial focus of development adjacent to the commercial corridor streets within the ACAPS, the ZCTA incorporates provisions that require MHOHDs to be adjacent to the referenced streets. In addition, the provisions require HOHDs to be setback at least 300 feet from a commercial corridor street and to have a new or existing commercial development between the street and the HOHD.

To ensure that new HOHDs and MHOHDs contribute to and assist in maintaining traditional and historic building forms, the ZCTA incorporates provisions that are intended to mitigate the building design and be responsive to the contextual area. Most notable is the Conditional Use Permit requirement to demonstrate compatibility with existing developments, which requires compliance with the site plan design standards. The provisions also include building footprint-size maximums based on the ACAPS the development is located in and compliance with the heritage preservation applicable design standards if required by the property's zone designation. In conjunction with the referenced building footprint-sizes and site plan design standards, HOHDs and MHOHDs with two or more units are required to demonstrate compliance with the architectural design standards outlined in the Zoning Code.

Chapter XIII - Neighborhoods, Housing, & Urban Conservation

- Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, especially in historic neighborhoods.
- Policy NH.2.3. Continue the tradition of multi-story, multi-use buildings to maintain and increase a stable, mixed-income residential population when planning new structures in the downtown and Southside neighborhoods.
- Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character

The provisions of the proposed ZCTA include a requirement that an HOHD or MHOHD that is subject to the Zoning Code's heritage preservation provisions is required to obtain a determination from the Heritage Preservation Commission that the development's design has no adverse effects or has appropriately mitigated its effects on the relevant historic cultural resource. These provisions are in conjunction with the Conditional Use Permit compatibility requirements when applicable. In addition, the provisions are intended to assist with achieving building and streetscape designs that are compatible with and enhance our overall community character. Furthermore, the provisions do not include limitations in building height or the number of stories that a development may have. This exclusion may assist in providing additional housing options for a mix of incomes.

Chapter XIV - Economic Development

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

Flagstaff's unique sense of place and community character contributes to many of its economic industries, including tourism and business opportunities. To ensure Flagstaff's unique sense of place is maintained, the ZCTA includes provisions that enhance, maintain, and mitigate the effects that the design of an HOHD or MHOHD may have on the community's character. These provisions include the following:

- Demonstrating compliance with the compatibility provisions that are outlined in the Zoning Code as part of the Conditional Use Permit process; and
- Obtaining an affirmative determination, if required by the property's zone, from the Heritage Preservation Commission that the design of the development has no adverse effects or has appropriately mitigated its effects on the relevant historic cultural resource.

I. High Occupancy Housing Plan

Goal 1: Promote HOH buildings that connect and enhance existing urban patterns and historic activity centers

- Policy HOH.1.1. Repeat the patterns of streets, alleys, buildings, and civic spaces from within nearby historic districts or neighborhoods in the site planning of HOH developments.
- Policy HOH.1.2. Remove policy barriers to new development replicating the patterns of compatible historic districts and historic neighborhoods in order to promote historic context, parking, street patterns, and pedestrian connectivity, through small and medium-scale buildings.

The ZCTA incorporates a building footprint-size for HOHDs and MHOHDs in the pedestrian shed of a Historic Activity Center. Developed as part of the HOH Plan, the maximum building footprint-size of 5,000 square feet for HOHDs and MHOHDs in the Historic Activity Center's pedestrian shed is intended to provide building sizes and proportions that are compatible with nearby historic districts and neighborhoods.

Except for the HOHDs or MHOHDs in a pedestrian shed of a Historic Activity Center on property zoned Commercial Business (CB), building separation requirements have been incorporated into the ZCTA. These requirements are intended to provide adequate space between buildings compatible with the development patterns in adjacent and nearby historic neighborhoods. As it pertains to an HOHD or MHOHD in the pedestrian shed of a Historic Activity Center on property zoned Commercial Business (CB), no building separation is required. The historical urban pattern of these properties comprises structures that are typically constructed up to the property line and abut a structure on an adjacent lot.

In addition, any HOHD or MHOHD that is subject to the Zoning Code's heritage preservation provisions is required to obtain a determination from the Heritage Preservation Commission that the development's design has no adverse effects or has appropriately mitigated its effects on the relevant historic cultural resource. An affirmative determination by the Heritage Preservation Commission is necessary to be

found in compliance with the proposed additional criteria for an HOHD or MHOHD Conditional Use Permit.

Goal 2: Promote HOH primarily as a part of complete activity centers

- Policy HOH.2.1. Ensure that the proportions and design of HOH projects in terms of architecture, connectivity, and public spaces are tied to the activity centers type (urban, suburban), scale (regional, neighborhood, historic), and proximity of historic districts and neighborhoods.
    1. Rezoning properties to allow for large-scale HOH development is appropriate in the commercial core of regional-scale activity centers, when the properties are not located in historic districts and neighborhoods.
    2. Rezoning properties to allow medium- and small-scale HOH buildings can be appropriate in neighborhood-scale activity centers when they are centrally located, and can be located in the pedestrian shed of regional centers when they address the transition between larger HOH development and the surrounding neighborhoods.
    3. Small-scale HOH is preferred in historic activity centers. Medium scale HOH may be appropriate in the commercial core of Downtown when designed with consideration to the historic context.
- Policy HOH.2.2. HOH buildings are designed to be pedestrian oriented at the street level, and to create vibrant and active civic spaces for both residents and neighbors.
- Policy HOH.2.3. Break up building footprints as well as their bulk and mass in order to ensure transportation connectivity and a comfortable pedestrian environment across HOH project sites in accordance with the characteristics of urban and suburban areas in the Regional Plan. Allow for modifications that take into consideration site constraints outside the control of the property owner, such as topography, natural and cultural resource protection, etc.
- Policy HOH.2.4. The design of HOH buildings creates opportunities for interactive spaces with surrounding neighborhoods and businesses through the location and style of doors and windows facing the street, or the design of other pedestrian environments, such as a courtyard or plaza. These features benefit the HOH and are an enhancement for existing business and cultural opportunities nearby.
- Policy HOH.2.5. Discourage HOH locations that are not served by NAIPTA's permanent transit network, and that do not have multimodal access to Downtown or another major employment or activity center (Milton Rd, NAU, FMC, etc.).
- Policy HOH.2.6. HOH buildings in activity centers should add to the diversity of housing choices for the entire community, and provide for the housing needs for multiple facets of the Flagstaff population.

To achieve the intent of the above-referenced goal and policies, the ZCTA incorporates provisions that are intended to mitigate the design of HOHDs and MHOHDs while being responsive to the contextual area. Most notable is the Conditional Use Permit requirement to demonstrate compatibility with existing developments, which requires compliance with the site plan design standards. The provisions also include building footprint-size maximums based on which ACAPS the development is located in and compliance with the heritage preservation applicable design standards if required by the property's zone designation. In addition to building footprint-size maximums, HOHDs and MHOHDs containing two units and more are required to comply with the Zoning Code's architectural design standards. In

conjunction with the referenced building footprint sizes, the architectural design standards help break up the footprint, bulk, and mass of a building. Furthermore, the standards help ensure that the building and site designs incorporate and provide pedestrian-oriented environments and allow for interactive spaces.

To assist in ensuring that an HOHD or MHOHD has access to transit, HOHDs and MHOHDs containing four units or greater are required to be located within 1,320 feet of a permanent transit route. The Planning and Zoning Commission is allowed to approve an HOHD or MHOHD at a distance that is greater than 1,320 feet of a transit route when the route to the transit stop has adequate nighttime lighting and does not have a significant grade change and the distance does not impede reasonable access to the transit. It should be noted that the distance between the permanent transit stop and the Development Site of the HOHD or MHOHD is measured following a continuously improved sidewalk and/or public paved trail.

In addition to the above-referenced provisions, the ZCTA includes requirements for HOHDs and MHOHDs that contain four units or more to provide diversity in unit types. These provisions assist in providing multiple housing choices. The proposed bedroom-to-dwelling unit ratio and the minimum number of one-bedroom units and the maximum number of dwelling units containing four bedrooms or more intend to achieve unit diversity.

Goal 3: Leverage HOH to create more efficient and equitable transportation

- Policy HOH.3.1. Increase multimodal performance and options with the development of HOH projects, and continue to tie performance to parking and traffic requirements.
- Policy HOH.3.5. Encourage property management companies of HOH to offer tenants reduced or free bus passes as part of their rental fees.

To achieve the intent of the above-referenced goal and policies, the ZCTA incorporates provisions to promote multimodal transportation options. The provisions include requirements for HOHDs and MHOHDs to provide secure bicycle parking and to be located within 1,320 feet of a permanent transit route, unless an alternative distance is approved by the Planning and Zoning Commission. It should be noted that the distance between the permanent transit stop and the Development Site of the HOHD or MHOHD is to be measured following a continuously improved sidewalk and/or public paved trail. Also, the proposed parking requirements are based on Flagstaff's actual parking utilization rates for HOHD and MHOHD types, which account for typical bicycle and transit transportation usage.

In addition to the above provisions, the ZCTA includes provisions that allow a property owner to reduce a development's parking requirement by providing free transit passes to tenants and employees. It should be noted that the proposed Transit Pass Parking Reduction Pilot Program is a temporary program that will expire on December 31, 2026, unless extended by the City Council. The intent of the expiration timeframe is to allow time for the staff to evaluate the program's effectiveness and return to the City Council with a recommendation as to whether or not to keep the program . Also, the transit pass requirement is perpetual. A property owner may be released from the transit pass requirement if the owner provides additional parking that is equal to or greater than the amount that was reduced.

Goal 6: Reduce waste and increase energy efficiency of HOH developments

- Policy HOH.6.1. Promote materials management strategies in HOH buildings that increase recycling rates and extend the life of the Flagstaff landfill.

To achieve the intent of the above-referenced goal and policy, the ZCTA incorporates provisions that require the property owner of an HOHD or MHOHD with four dwelling units or more to obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan that is required for the Conditional Use Permit. Also, the ZCTA incorporates provisions that require the property owner to provide all necessary improvements to the property to implement the approved waste management plan.

Goal 7: Improve NAU and City programs and tools for managing off-campus student housing

- Policy HOH.7.7. Require every HOH development to have a safety plan and review on file with the Flagstaff Policy Department Crime Free Multihousing program.

To achieve the intent of the above-referenced goal and policy, the ZCTA incorporates provisions that require the property owner of an HOHD or MHOHD with four dwelling units or more to participate in the City's Crime Free Multi-Housing Program. In addition, the ZCTA incorporates related provisions to assist in the implementation of the program. It should be noted that the Crime Free Multi-Housing Program is a rental housing program, and the ZCTA incorporates provisions to allow the Police Department's Crime Free Multi-Housing Program representative to exempt properties, such as owner-occupied developments, from the requirement.

Goal 8: Promote economic resiliency through building design in HOH developments

- Policy HOH.8.3. Integrate HOH developments with employment uses in order to attract appropriate talent and support workforce housing.

The proposed HOHD and MHOHD land uses are permitted in various zones that would allow for the integration of employment uses in a horizontal or vertical format. In addition, ZCTA provisions require HOHDs and MHOHDs that contain four dwelling units or more to be located in ACAPS. The ACAPS are intended to be comprised of a mix of land uses that are nearby and contain a variety of infrastructural resources (bicycle routes, pedestrian facilities, paths/trails, streets, transit, and utilities). With the integration of HOHDs and MHOHDs into the ACAPS, it is anticipated that these areas may be attractive to lower-impact employment uses (office, banks, services, etc.) and the integration of a variety of housing choices.

La Plaza Vieja

GOAL #6N: Preserve the neighborhood core as a predominantly single-family neighborhood.[1]

- Policy 6N.5: Provide adequate parking on-site for residential units in the Neighborhood Core. It is preferred that on-site parking be located along the alley or behind the main residence.
- Policy 6C.5: High occupancy housing, such as rooming and boarding, single room occupancy, and dormitories, may be permitted provided that the project mitigates the effects on the neighborhood including appropriate architecture, increased parking to account for occupancy, landscaping, traffic calming, and street trees.

[1] The Neighborhood Core in the La Plaza Vieja Neighborhood Plan is mostly zoned R1N which allows single-family homes, duplexes, and accessory dwelling units. Therefore, the regulations for one- and two-dwelling unit HOHDs were considered in this analysis.

To address the above-referenced goal and policies, the ZCTA incorporates various parking requirements based on a development's total number of bedrooms. To minimize the impact of single-family, two-unit, and three-unit HOHDs and MHOHDs, the provisions require one parking space for each bedroom. This provision ensures adequate parking is provided on-site for HOHDs and MHOHDs that are allowed in the neighborhood core areas. Larger HOHDs and MHOHDs are required to provide one space for each bedroom for the first 75 bedrooms of a development and a reduced rate for each bedroom above 75. The larger an HOHD or MHOHD is, the more parking efficiencies are realized per bedroom. The proposed parking requirements are consistent with Flagstaff's actual parking utilization rates and the City's objectives for HOHDs and MHOHDs.

Southside

GOAL S 10. Make parking management more effective through partnerships and design.

- Policy S 10.1. Continue to coordinate efforts between student-centric housing developers, the City, and NAU to mitigate parking impact on Southside residents.

GOAL S 11. Develop the supply of public parking in the Southside to balance the needs of businesses and residents.

- Policy S 11.1. Increase off-street parking availability for new residences on small lots through shared parking plans, and increase private parking lot development to address the increasing number of bedrooms and higher occupancy, especially south of Butler Avenue.

The ZCTA incorporates varying parking requirements based on a development's size to address the above-referenced goals and policies. In addition, the parking requirements are based on the number of bedrooms that an HOHD or MHOHD contains. Consistent with Flagstaff's actual parking utilization rates for the HOHD and MHOHD types, the proposed regulations are intended to ensure adequate parking is provided.

Conflicting Regional Plan Goals and Policies

- Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.
- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

The ZCTA incorporates provisions for HOHDs and MHOHDs that are currently regulated under broader land uses, definitions, and standards. The provisions include definitions, land uses, and property development, and use specific standards and parking standards for HOHDs and MHOHDs. As part of the proposed regulations, a development that is considered to be an HOHD or MHOHD with four dwelling units or more will be required to be located in the pedestrian shed of an activity center. The proposed locational requirements reduce the areas of the city in which an HOHD or MHOHD with four dwelling units or more may be developed. At the same time, this change provides more predictability because ACAPS are more appropriate locations from the standpoint of available infrastructure and multimodal transportation options (bicycle, transit, path/trails, etc.) accessibility.

The proposed amendment includes a new variety of land uses, although the associated provisions minimize options and flexibility for development types considered as an HOHD or MHOHD. The provisions do not include regulations to assist developers in overcoming challenges posed by

redevelopment and infill sites. Also, the requirement to obtain a Conditional Use Permit for an HOHD or MHOHD may be perceived as limiting to developmental flexibility. Furthermore, the amendment provisions, such as the parking requirements, may be an additional challenge for some redevelopment or infill sites.

Note: Due to the low number of responses to some of the concepts, some percentage results in the "Support" and "Do not support" columns may not be an accurate statistical representation of the community's desires.

Summary of HOH Open House (08/18/2020) and Flagstaff Community Forum Comments (07/26/2019 – 09/03/2019)					
	Concept	Total Respondents:	Support:	Do not support:	Written Comments Received
1.	A. High Occupancy Housing Development (HOHD): Is any of the following: 1. A mixed-use or multiple-family development, with three or more dwelling(s) units, and: a. has a density greater than 29 dwelling units per gross acre; b. has a bedroom to gross acre ratio greater than 72.5; c. has a bedroom-to-dwelling unit ratio greater than 2.5; d. has a dwelling unit has bedroom-to- bathroom ratio less than 1.3, excluding 1- and 2-bedroom units; or e. more than 10 percent of the dwelling units have four bedrooms or more.	Total Respondents: 5	Support: 100%	Do not support: 0%	1. There must be something written into the Code for some High and Medium density that would trigger the discussion of affordable housing 2. Lower the density to 25 3. Balance between affordable housing and greed as well as "what the market will bear" philosophy. 4. Yes, but the definition should include "rent-by-the-room" 5. Yes, but the definition should include height, square footage, and mass (volume) 6. Definition should be based on long-term residents/professionals who are looking for a single occupancy for either an individual or a couple as a family unit 7. Yes, but there should be an upper limit to how many 4+ bedrooms. 8. Yes, but clarify whether or not this would include housing targeted to college students 9. Yes, but consider using workforce or student housing in the definition instead of multiple-family 10. I support the definition, regardless of the number of four bedrooms
	B. A single-family attached or detached dwelling, duplex, or triplex that contains four bedrooms or more, and a bedroom to bathroom ratio of less than 1.3, (Excludes developments in the Rural Residential (RR) and Estate Residential (ER) zones, and accessory dwelling units.)	14	79%	21%	
2.	Mixed-use High Occupancy Housing Development (MHOHD) shall conform with the definitions of High Occupancy Housing Development and Mixed-use.	6	67%	33%	1. Activity Areas S13, S14, and S15 are overcrowded with High Occupancy Housing developments.
3.	Should a Mixed-use High Occupancy Housing Development in a Regional Activity Center Pedestrian Shed be allowed up to 50 dwelling units per acre before requiring a Conditional Use Permit?	15	33%	67%	1. The reason is all regional activity centers are created equally. The other side, it depends on who interpretation and who is interpreting. 2. Density should not exceed 29 dwelling units (75 beds) or 50 dwelling units (125) in the Regional Activity Centers 3. Density should be less. 4. The Regional Activity Center should have a lower density 5. The greatest density should only be located in Downtown and Southside only 6. Density should not exceed 29 dwelling units (75 beds). 7. Greater densities should not be allowed in the Regional Activity Centers.
4.	Proposed Additional Conditional Use Permit Criteria: A. The property owner has submitted plans that shows how a development can be converted to a traditional multiple-family development consisting of studio, 1 bedroom, 2 bedroom, and 3 bedroom units.	10	80%	20%	1. Additional Criteria is needed to ensure infrastructure, and on street parking is not overburdened. 2. I agree with the additional proposed Conditional Use Permit criteria, specifically neighboor character. 3. I agree with the additional proposed Conditional Use Permit criteria. 4. I agree with the additional proposed Conditional Use Permit criteria. 5. Is appropriate. Not a hard rule. 6. Depends. 7. Can the Builder pay for the transit stop? 8. Setback is important. 9. I am concerned that the building heights may eventually affect tax payers through the purchase of more advanced fire equipment, like ladder trucks and other insurances drivers needs in public safety.
	A. A High Occupancy Housing Development is located in an activity center delineated in the Regional Plan.	10	80%	20%	
	B. The High Occupancy Housing Development that contains more than 50 dwelling unit per acre or 125 bedrooms per acre, is located in a Regional Activity Center Pedestrian Shed	11	73%	27%	
	C. The lot or parcel that contains the High Occupancy Housing Development shall be within 1200 feet of permanent transit stop.	10	90%	10%	
	D. A High Occupancy Housing Development is designed with a character, including mass, scale, height, colors and other elements, that is compatible with the existing structures of the neighborhood were the High Occupancy Housing Development is located.	10	80%	20%	
	E. Property owner, and owner's management company or representative(s) shall operate the High Occupancy Housing Development in accordance with an approved safety plan and, a "good neighbor" plan approved by the Flagstaff Police Department.	10	90%	10%	

Note: Due to the low number of responses to some of the concepts, some percentage results in the “Support” and “Do not support” columns may not be an accurate statistical representation of the community’s desires.

5.	High Occupancy Housing Development with three dwelling units, or less (single-family, duplex, and triplex): • 1 parking space per bedroom. (This is the current Room and Boarding parking requirement.)	18	72%	28%	1. For this size development there definitely need to be adequate parking so I would support there being one space per bed. Because we have no street parking overnight in the winter monthes this must be a requirement especially in the neighborhoods where students live close to campus. 2. Sure, it's good to have enough parking so that residents don't park in other areas, exacerbating the city's already limited parking. But, more important than the ratio of parking spots to beds is the TOTAL number of people (and therefore cars) that a development will bring to a neighborhood. So sure, 942 spots for 942 beds sounds good, but that is 942 MORE VEHICLES REGULARLY ON THE ROAD IN THAT NEIGHBORHOOD. Large numbers like that are causing rapidly deteriorating traffic situations in Flagstaff. This could be avoided by limiting the sheer number of bed permitted in these developments. 3. With density comes the need for improved walking routes and public transportation for commuting to/from work and for leisure. Fewer parking spaces combined with intentional development of interconnected sidewalks, promotion of public transportation and even incentivizing ride share/taxi services will help to lower the need for a 1 person 1 car infrastructure that becomes unnecessary with thoughtful density. 4. All buildings should provide enough parking. We have so many vacation rentals in our neighborhood that don't have adequate parking and they raise the cost of housing so there is no affordable housing. Make sure that HOH in CC are not NAU student housing or investors putting in short term rentals. The condos on Beaver and Dale already have short term rentals which are changing the character and sense of community in our neighborhood. 5. "In reading this, my understanding is this is for smaller developments like the one recently built on N. Beaver near Nativity church. Based on that assumption, I would hope those smaller developments would be targeted to Flagstaff residents & families VS NAU students. Perhaps for these smaller developments one of the other ratios would be appropriate like the .77? 6. Rents in Flagstaff are so very high already making housing for residents nearly unattainable & I don't know if a 1:1 parking: bedroom ratio for places, hopefully targeted for residents, would make them out of reach for the intended target & then simply filled with even more NAU students?" 7. In my opinion this is a critical requirement. Developers try to provide less parking. This always leads to an increase in "on street" parking which is already at a premium. 8. the existing parking code of one parking space per bedroom is to extreme, a 3 bedroom unit would require 3 spaces assuming that all 3 bedroom s are of driving age. most households have only 2 cars. a one parking space per unit should be fine per dwelling 9. If anywhere near an established neighborhood, there should be one space for each bedroom. That is the modern reality. Anything less makes life bad for existing residents.
6.	High Occupancy Housing Development with Four Dwelling Units and Above: Option 1 1 parking space per bedroom Example, The Standards has 942 bedrooms: 942 bedrooms x 1 space per bedroom = 942 spaces (This is the current Room and Boarding parking requirement.)	Total Respondents: 23	Support: 52%	Do not support: 48%	1. I find this to be one of the most difficult problems with the HOHD. A large part of these developments are huge parking garages or parking lots. The whole point of allowing these types of density was to get people out of their cars and walking or using public transit. The idea of 1 space per bed shows the complete failure of our ability to have this density work in the way it was intended in the Regional Plan. There should be studies of whether with the existing student housing developments all of the parking spaces are occupied. This should impact the amount of spaces required. Any incentives to stop out of town students from bringing cars to Flagstaff should be tried. Unfortunately, the lure of these developments is the reason many prefer them to on campus housing where there is no parking. There should be efforts made between NAU and these building management firms to provide inexpensive transit to Phoenix on the weekends, where I imagine most of these students are going. Carpooling should be encouraged in whatever way possible to dinners out, bar hopping or weekend hiking. If these HOHD are primarily student housing they have to work creatively to lessen the needs for their occupants to bring cars to Flagstaff.
	Option 2 First 100 bedrooms: 0.90 parking spaces per bedroom Remaining bedrooms greater than 100: 0.80 parking space per bedroom. (Not eligible for transit and bike reductions)	15	20%	80%	

Note: Due to the low number of responses to some of the concepts, some percentage results in the "Support" and "Do not support" columns may not be an accurate statistical representation of the community's desires.

	Example, The Standards has 942 bedrooms: 942 bedrooms → (100 x 0.90 space per bedroom) + (842 x 0.80 space per bedroom) = 764 spaces (This is option is alternative requirement that would require more parking for smaller development, and less for larger developments.)				2. I like option 3. Flagstaff is at a fantastic juncture to either embrace a lifestyle that provides more high-quality public transportation options... or go the way of Phoenix and remain shackled to our cars. 3. 1 parking space/bedroom, plus secure indoor bike storage of 1 bike spot/bedroom 4. One space per bedroom with NO allowances for proximity to mass transit or secure bicycle storage. It is way too optimistic to think that one can live in Flagstaff easily without a car.
	Option 3 0.77 parking space per bedroom (Not eligible for transit and bike reductions) Example, The Standards has 942 bedrooms: 942 bedrooms x 0.77 space per bedroom = 726 spaces (This is option is based on an actual City of Flagstaff Transportation Engineering Study of several High Occupancy Housing type developments.)	14	36%	64%	5. For these monolithic supposedly 'mixed use' HOH developments 1:1 - Option 1 is appropriate. However, I am wary about the allowances that could be granted for transit & bike parking. Are the numbers spelled out somewhere? 6. Option 3 seems reasonable 7. Option 3, make people dependent on alternative modes of transportation. 8. Option 1.
	Please provide your thoughts as to whether or not the parking requirements in Option 2 and 3 should be allowed to be reduced for providing transit pass to residents and/or additional high-security bike parking.	Total Respondents: 5	Support: 60%	Do not support: 40%	1. I support the reductions 2. Yes, but the total parking provided should not exceed the reduction. 3. I do not support the reductions 4. I support the reductions 5. I do not support the reductions
7.	Proposed Parking Reduction Requirements A. Transit: Should a High Occupancy Housing Development that provides free transit passes for residents be allowed up to a maximum 20% reduction in the required parking spaces?	14	88%	22%	1. The free transit pass requirement stay with the same development perpetually, regardless of change of ownership. 2. The actual car usage reductions created by providing the transit passes is needed to determine the allowable reduction percentage. 3. All Depends. Could be ok if the goals are met 4. Great idea, but let's be realistic. The tenant will pay the cost of the transit pass in their monthly rent. I think this should be available and optional if the tenant chooses as they might desire other forms of transportation based on their needs - walking, Lyft/Uber, bicycle, etc. However, I do think that there should be a cost/fee to utilize a parking space. If we make driving a car more expensive, that will change behavior that this rule may be trying to achieve. 5. "Before this is put into anything official, the verbiage needs to be corrected since it currently states ""free PARKING"" passes and not 'free TRANSIT' passes 2x. 6. Besides that, maybe a 10% reduction not 20%." 7. Great idea. 8. Too high. 5% max.
	B. Bike Parking: Should a High Occupancy Housing Development that provides at least 50 parking space be eligible for a reduction of one parking space per 4 high security bike parking spaces (e.g. bike lockers, monitored bike rooms or enclosures, or similar), up to maximum 10% of the required parking spaces.	10	60%	40%	1. I believe there is a place for reducing parking, but 4:1 is not acceptable. 2. All Depends. Could be ok if the goals are met. 3. Yes, but increase the bike ratio and lower the cap 4. I support the reductions 5. This is a great idea and along with bus passes should be encourage and incentivized. 6. I like this idea and believe it is this type of innovative thinking that we need for a multi-solution approach the a multi-faceted problem. I believe this should remain on the table as another option. 7. I don't think that there should be any reduction in the parking requirements of HOHD under any circumstances. 8. "No reduction in parking should be made for access to carshare programs especially in the 50+ HOH category. I believe the majority of the HOHD occupants are people who come from outside of Flagstaff. The primary purpose of carshare programs is to provide a vehicle for a short period of time for a particular 'task' that requires a motor vehicle.

Note: Due to the low number of responses to some of the concepts, some percentage results in the "Support" and "Do not support" columns may not be an accurate statistical representation of the community's desires.

					9. Carshare programs do not address one of the main reasons the HOHD residents Bring a car with them...to get from Flagstaff to wherever they came from be it points south in state or out of state. A carshare program isn't going to make any difference in the number of cars brought to town so they can go home for winter break." 10. we own a duplex at 2315 n. center and are considering adding a 3rd. unit to our property , parking for the 3rd unit would have to be from the rear ONE WAY alley which runs from 6Th ave to colanthe ave . Would the city owned alley be a allowable entrance to our proposed #3rd.unit & allow parking to the parcel from the alley ??? also with the "High Occupancy housing plan" will the city be maintaining the alley in a better manor than they currently have in effect.??? 11. Carshare seems like a nice idea, but is not proven. We should not base parking space requirements on anything less than fully proven means of discouraging the one person/one car paradigm.
	Please add your thoughts pertaining to the proposed high-security bike parking reduction provisions for a High Occupancy Housing Development. Also, is the reduction amount sufficient, or too high? If the reduction is too high, or too low, what should the reduction be? Should there be additional criteria? If so, what additional criteria do you recommend?	Total Respondents: 4	Support: 50%	Do not support: 50%	1. I support the requirement 2. I support the requirement
	C. Car Share: Should the parking requirements of a High Occupancy Housing Development be allowed to be reduced for carshare facilities and vehicles?	13	31%	69%	1. Change the "Should" to may. 2. Not every development will work as a requirement. 3. All Depends. 4. Could be ok if the goals are meet
	Please provide your thoughts on the maximum amount that the parking requirements for a High Occupancy Housing Development should be allowed to be reduced. e.g. 5%, 10% 20%, etc. Please provide an explanation for your answer.	2	50%	50%	1. I support the reductions. We need to find ways to reduce students from bring cars 2. Maximum reduction of 10%
8.	A. Proposed Bedroom Allowances: 1. Medium Density Residential (MR): Maximum bedrooms per acre outside of the Resource Protection Overlay: 35 (2.5 bedrooms per dwelling unit x 14 dwelling units per acre = 35 bedrooms per acre)	4		6	1. I don't entirely understand what this proposal means - how it translates to a real thing? However, I would like to not have high density housing that allows for lots of people to share the space. I am in favor of anything that makes it hard for many college students to room together (to save on the rent) in the same unit. 2. However, we can combat the city being overwhelmed by gargantuan multi-bedroom student housing projects is a good thing. Flagstaff is slowly being overrun by NAU's growth and the projects being erected throughout the city by outside developers are not in any way beneficial to the city's affordable housing crisis. 3. Any increase in restrictions to reduce the maximum bedroom density is a good thing. High maximum bedroom density leads to a ghetto like atmosphere. We certainly do not want to turn into Chicago. However, we do need to address our affordable housing shortage in Flagstaff, but high-density housing is not the way to do it. 4. The MR should not be increased and the HR should not be increased.
	2. Maximum bedrooms per acre in the Resource Protection Overlay: 22.5 (2.5 bedrooms per dwelling unit x 9 dwelling units per acre = 22.5 bedrooms per acre)	7	71%	29%	
	B. High Density Residential (HR) maximum bedrooms per acre: 72.5 1. Maximum bedrooms per acre outside of the Resource Protection Overlay: 72.5 (2.5 bedrooms per dwelling unit x 29 dwelling units per acre = 72.5 bedrooms per acre)	7	86%	14%	
	2. Maximum bedrooms per acre in the Resource Protection Overlay: 55 (2.5 bedrooms per dwelling unit x 22 dwelling units per acre = 55 bedrooms per acre)	6	84%	16%	
9.	Should High Occupancy Housing Development in the commercial zones have a different density and bedrooms per acre in the Resource Protection Overlay ((2.5 bedrooms per dwelling unit x 22 dwelling units per acre = 55 bedrooms per acre).	4	25%	75%	1. I support densities. The Resource Protection Overlay is to save our trees and slopes. 2. Greater densities should not be allowed anywhere. 3. The greater density should be allowed 4. The greater density should not be allowed.

Note: Due to the low number of responses to some of the concepts, some percentage results in the "Support" and "Do not support" columns may not be an accurate statistical representation of the community's desires.

10.	Replace Rooming and Boarding in the following Zones with High Occupancy Housing Development land use in the following zones: Manufactured Housing (MH)	5	40%	60%	1. So does this mean that HOH is rent by room housing? If that is not the case then there should still be an additional hoop a developer has to jump through if they want to exclude families and only have students. Our goal should be to have housing that serves all and doesn't discriminate against families or anyone who cannot afford the expensive rent by room costs. If all of these changes are happening to regulate student housing or rent by room housing than you should call it what it is. It seems with this change you are just making it easier for developers to have this type of rental property. Rent by room should be approved with careful consideration of the neighborhood and the needs of the whole community not just NAU. 2. I don't think there should be any housing with multiple tenants each having separate rental agreements. This just promotes developers targeting their units to college students - we have enough of that already. 3. I am not sure I understand this. So, my comment may not apply. However, Flagstaff needs to somehow increase regulation of AIRBNB / VRBO, etc units as much as our restrictive Arizona state regulations allow. AIRBNB / VRBO and other short term rentals are out of control. 4. What new requirements will be imposed on landlords who have been renting their property under this classification in prior years? The structures that have been utilized under the Rooming and Boarding land use may not meet the new requirements for HOHD. How will this be addressed? 5. What about the Transect Zones? High Occupancy Housing should not be in allowed in these areas since they are mainly existing neighborhoods and are not consistent with existing developments. (Verbal comment at morning open house meeting at the Murdock Center) 6. The High Occupancy Housing allowed in the Transect zones should not be allowed. (Verbal comment at morning meeting at the Murdock Center) 7. How are you going to stop High Occupancy Housing in Transect Zones? They sould not be allowed (Verbal comment at morning open house meeting at the Murdock Center). 8. Projects like the HUB, and multi bedroom triplexes and duplexs (four bedrooms and greater) High Occupancy Housing types that are allowed in transect zones and are out of scale with existing developments, impact parking, and neighborhood. These types of HOH development should not be allowed. (Verbal comments on southside meeting on Zoning).
	Estate Residential (ER)	7	29%	71%	
	Medium Density Residential (MR)	6	67%	33%	
	High Density Residential (HR)	6	83%	17%	
	Suburban Commercial (SC)	5	40%	60%	
	Community Commercial (CC)	7	57%	43%	
	Highway Commercial (HC)	5	80%	20%	
	Commercial Service (CS)	4	50%	50%	
	Central Business (CB)	6	50%	50%	
11.	Please provide your thoughts pertaining to whether a high occupancy housing development should be allowed as a Conditional Use Permit without including commercial as a mixed use development.	Total Respondents: 1	Support: 100%	Do not support: 0%	1. I support HOH without Mixed Use
12.	Proposed Zoning Code Specific to Use Requirements for a High Occupancy Housing Development: 1. A mixed-use High Occupancy Housing Development shall comply with the mixed-use development standards of the Zoning Code. 2. Prior to the issuance of a building permit for the HOHD, the property owner shall obtain approval of a safety plan from the Flagstaff Police Department's Crime Free Multihousing program. 3. Prior to the issuance of a building permit for the HOHD, the property owner shall obtain approval of a "good neighbor" plan from the Flagstaff Police Department's Crime Free Multihousing program that all tenants are required to sign and comply with as part of the tenant's lease. 4. Prior to the issuance of a building permit for the HOHD, the property owner shall obtain approval of a waste management plan from the City's Public Works Director that shall be implemented to the reduce waste generated by the development.;	4	50%	50%	1. These are all good but why isn't recycling included with the waste management section. If we are to have this kind of density producing so much more waste in our community, why isn't there requirement for some of this waste to not go in the landfill. Why are these types of developments exempted? 2. Agreed.

Note: Due to the low number of responses to some of the concepts, some percentage results in the “Support” and “Do not support” columns may not be an accurate statistical representation of the community’s desires.

	5. Prior to the final approval of a subdivision that creates one or more lots or parcels that would contain a development conforming to the definition of a HOHD, the property owner shall obtain approval of a Conditional Use Permit for the property that would contain the HOHD. Please share your thoughts about the proposed use requirements for a High Occupancy Housing Development. Does the propose requirements capture your thoughts as it pertains to this use?				
	Total Comments Received	271	Total Written Comments Received		90
Total Participates (40 - Open House Attendees) + (260 - Online Community Forum Views)		300			

Summary of Public Comments and Questions Received

from the February 13 and 14, 2020 Open House Meeting on the Zoning Code.

1. Does the proposed Zoning Code or High Occupancy Housing Plan allow for additional building height?

   Staff Response: Neither the proposed zoning code and the High Occupancy Housing Plan allow for additional building height

2. Is the High Occupancy Housing Plan specific to any one area?

   Staff Response: The High Occupancy Housing Plan address all areas of the City.

3. Where is High Occupancy Housing allowed?

   Staff Response: There are large and small High Occupancy Housing developments. As defined, the proposed Zoning Code allows High Occupancy Housing all residential and commercial zones, and all transect zones (excluding the T1 Natural (T1) and T2 Rural (T2)).

4. Are there ways to getting around the High Occupancy Housing requirements? For example, a dwelling unit having 8 bedrooms

   Staff Response: Only the single-family dwelling unit has a bedroom cap in any one dwelling unit. There is no bedroom cap in the two-unit/duplex ar a multifamily development.

5. Is a request for a Conditional Use Permit subject to the surrounding neighborhood comment?
   Staff Response: All Conditional Use Permits require a public meeting, at least, before the Planning and Zoning Commission. The Planning and Zoning Commission, or the City Council when applicable, may consider public comments in rendering their decision in the approval or denial of the Conditional Use Permit. The Planning and Zoning Commission's and the City Council's decision is limited to the Conditional Use Permit Criteria.
6. In a single-family neighborhood, is an accessory dwelling unit allowed.
   Staff Response: An accessory dwelling unit is allowed in a lot with a single-family dwelling unit.
7. Is it correct that Northern Arizona University (NAU) attendance going down?
   Staff Response: Staff has been informed that the attendance had decreased this past semester.
8. Does the development have to be compatible with the style of existing surrounding developments?
   Staff Response: The Conditional Use Permit criteria requires a finding that the compatibility criteria have met.
9. The Standard is not 100% full, 90% full per the leasing manager. It has open parking on the ground floor that is set aside for the commercial areas. Currently the residents are using the spaces since the commercial is vacant. There is available parking on the upper floors.
10. Why are they building more rooms for students? The attendance is down as NAU.
    Staff Response: Arizona is a free market state. Therefore, the property owners and developer can build what they want if it is allowed by the properties zone.
11. So, we will have just a bunch of slum housing in and next to downtown.
12. Arizona laws prohibit requiring affordable housing
13. Could the proposed standards require a minimum number of studio and one-bedroom units? For example, a minimum of 20 percent of the total dwelling units. Also, could the proposed

standards have a maximum number of 4 bedrooms or greater? For example, a maximum of 20 percent of the total dwelling units. Therefore, this would not allow 50 to 80 percent, or more, of the dwelling to be 4 bedrooms or greater
Staff Response: Yes, the proposed standards could.

14. Are there developer pushing to get their approval before the adoption of these proposed development standard.
    Staff Response: We have been told that some developer desire to get their approvals before the proposed standard become effective.
15. The market demand is 1 and 2 bedrooms. We want the three, four, and five-bedroom unit apartment near NAU, where the student can walk.
16. What is there to protect the low-density developments?
    Staff Response: Each zone has a list of allowed land uses and densities. The Zoning Code provided for protections within the zone, although almost all zones allow for multi-family developments at different densities. Also, single-family is allowed in almost all of the zones.
17. What regulates the Zoning Code?
    Staff Response: All new zoning code amendment must be in conformance with the Regional Plan, and applicable specific plans.
18. The proposed parking standards are to high for small developments. They should be like the transect zones.
19. Allow smaller HOH developments by-right, without the requirements for a Conditional Use Permit.
20. Provide incentives for infill developments with a lower parking requirement.

Public Comment Emails

Daniel Symer

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Friday, October 9, 2020 3:27 PM
To: Jim McCarthy; Daniel Symer
Subject: Re: Response to the email titled, "Needs very serious and deep consideration before approval"

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jim and D,
Thanks for your responses and interpretations of these proposed new rules.

From where I sit in a beloved, irreplaceable historic neighborhood with small houses (and small bedrooms) the proposed changes concern me.

Language is important. The people who read the code (other than nerds like us since we know the power it has), are those in development. Calling something "high occupancy" is like a nectar laden flower to a hungry bee (aka investor). I believe the US family size is now below 3, though Pew Research says it is increasing for the first time in 160 years. Nonetheless, even a family of 4 can be housed in a small house with two, three, or maybe four bedrooms. But, in Flagstaff we are not dealing with only "families." We are dealing with college students and vacation rentals. Which should our zoning code protect, or entitle?

I think the use of the term high-occupancy is going too far when it comes to neighborhoods. By all means regulate the number of bedrooms. In fact, I think it *completely appropriate to calibrate regulations to the existing neighborhood character*. For example, in the historic areas with small homes fewer bedrooms should be allowed. As you said Dan, "These unregulated allowances have permitted some developments to have an atypical amount of bedrooms in dwelling unit." So, you too know this needs calibration. To do otherwise is to tilt the balance from the more sustainable continued use of existing homes to redevelopment with larger buildings; which again, pushes out resident homeowners and long-term tenants.

Dan, you pointed out, "Also, the HOHD style of development is currently allowed in all zones of the City that permit residential or mixed-use developments." Maybe HOHD style of development is only appropriate in larger mixed-use developments.

I believe that if the language of "high occupancy" is used throughout our neighborhoods we will lose the character of the different areas and all will eventually become muddled in style and have few owner-occupied homes--the only way to stabilize a neighborhood.

I sincerely believe that each neighborhood needs to have a stable and secure character. Homes are usually people's largest investment. I don't think it appropriate to encourage people to add a housing unit on their parcel, either. This turns homes into investments, and that changes how people think of where they live. Long-term owner residency has proven to work well in that eventually, when people leave, they do sell at a price higher than when they initially purchased if the neighborhood is stable and kept up. I have personally witnessed that when people put a second unit on their parcel it quickly becomes two rentals which may work for that owner's income, but not for the neighborhood.

A 750 sq ft house on W. Birch just went on the market. The owner purchased in 1997 for $123,000. It was on the market for $385,000 and there were more than 20 offers in 2 days. We will have to wait to see the final selling price but safe to say it was even higher. I don't know that any work beyond basic maintenance had been done over the years, so there is no value from that. Much of that value is from the location and neighborhood character *that still exists only because of the historic overlay*. The property has a nice open back yard. Want to wager a bet what will happen with the property? I'll take a stab: short-term rentals with lots of neighbor annoying outdoor lights and party spaces. A real income generator--not a long-term stable home. ...the power and influence of the zoning code and a market-based economy...

Jim, thanks for the additional oversight on CUPs.
Regards,
Duffie Westheimer

On Tue, Oct 6, 2020 at 12:11 PM Jim McCarthy <JMcCarthy@flagstaffaz.gov> wrote:

Duffie, Dan:

The way I read the new rules, is that they put more restrictions on high occupancy housing. Thus, they provide more protections for neighborhoods. The only possible exception is reduced parking for large projects near transit.

Requiring a Conditional Use Permit (CUP) makes it more difficult to create a residential arrangement with a high number of occupants. If I missed something, please let me know.

When I first got on council, if a CUP was approved by the P&Z Commission, that was final, unless someone went to court, which would be onerous. I suggested a rule change saying that a CUP is not final until Council has an opportunity to review it. Under the new rule that is now in effect, Council is notified of all CUP's approved by P&Z, and then Council can let it stand or call for a Council vote on it to affirm the approval or to reverse it. This provides another layer of oversight regarding CUP's.

Jim McCarthy

From: Daniel Symer <Daniel.Symer@flagstaffaz.gov>
Sent: Tuesday, October 6, 2020 11:36 AM
To: Duffie Westheimer <dwestheimer@gmail.com>
Cc: Mayor and Council <council@flagstaffaz.gov>
Subject: Response to the email titled, "Needs very serious and deep consideration before approval"

Ms. Westheimer,

Thank you for your comments, and I understand your concerns.

The proposed High Occupancy Housing Text Amendment (HOHTA) is intended to implement the High Occupancy Housing Specific Plan (HOH Plan) that was adopted by the City Council in February 2018.

The Zoning Code provides for several types of housing options. The proposed HOHTA incorporates Conditional Use Permit regulations for the High Occupancy Housing Development (HOHD) types that are not currently regulated. For example, the number of bedrooms in a dwelling unit are not currently regulated by the Building and Zoning Code. Therefore, the allowed number of bedrooms in a dwelling unit (single-family, duplex, and multi-family) is unlimited. These unregulated allowances have permitted some developments to have an atypical amount of bedrooms in dwelling unit. Also, the HOHD style of development is currently allowed in all zones of the City that permit residential or mixed-use developments.

The proposed regulations are not intended to benefit an investor over a homeowner. Arizona Revised Statutes requires zoning regulations to be uniformly applied across a specific zone. If approved, the proposed regulations incorporate additional requirements for a development that would be defined as an HOHD. For example, some of the proposed requirements include additional provisions for a Conditional Use Permit, vehicle parking, and location.

As it pertains to your question, “What is a "high occupancy single-family home?" What does this mean?”

The proposed definition of a Single-Family High Occupancy Housing Development is:

- High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:
    a. Seven or more bedrooms; or
    b. Five or more sanitation facilities

Based on the proposed definition, any single-family home with seven or more bedrooms, or has five or more sanitation facilities (i.e. bathrooms) would be required to obtain the approval of a Conditional Use Permit, and comply with the new regulations.

The proposed parking requirements are greater than currently required and are consistent with the City’s Traffic staff’s finding for these types of developments. The bus pass program does allow a reduction in parking. This program is limited to developments that have a requirement of at least 100 spaces and that is near a bus route. It should be noted that the Jack (the Hub), which has less parking than would be required with the proposed parking requirements, inclusive of the bus pass parking program, has not had a noticeable impact to the on-street parking in the area. Any other parking reduction besides the bus pass parking program would require the approval of the City Council.

The proposed HOHTA does not include modifications to the existing definition of a family. Therefore, the existing maximum number of persons (eight) residing in a dwelling unit will remain unchanged.

In summary, the proposed HOHD regulations are intended to address an unregulated atypical development type (the HOHD) that has been occurring throughout the city. The Conditional Use Permit requirement also provides an opportunity for public participation through the Conditional Use Permit process.

I hope this is helpful

Dan Symer, AICP

Zoning Code Manager

City of Flagstaff

Planning & Development Services

928-213-2613

daniel.symer@flagstaffaz.gov

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Monday, September 28, 2020 11:28 AM
To: Mayor and Council <council@flagstaffaz.gov>
Subject: needs very serious and deep consideration before approval

Greetings Mayor, Vice Mayor and Council members,

It seems that the zoning code rewrite is integrating the language of high occupancy housing (HOH) throughout zones. I saw this in the newspaper a few weeks ago.

I feel grave concern that making these changes will prove to be a bad idea and will be extremely difficult if not impossible to reverse due to laws like Proposition 207.

As I understand the proposed changes:

1. The average citizen is not prepared to translate the professional planning language to what it means to them and their property, so, believing the City would not undermine their quality of life, they don't weigh in, or they have given up trying (how can we understand Floor Area Ratio or units per acre?);

2. The new language benefits the investor over the resident home owner (developers and investors are very likely to understand planning language, *look for it as a signal of places to invest*, and have the resources to build out a property to their financial advantage)**.**

The result of this new language and added entitlements will be to degrade all our neighborhoods. Ultimately, when homeowners' neighborhoods are no longer stable and their quality of life is diminished they will move away and the neighborhoods will decline further. Where will these residents go? They will move out into the county where it is not so crowded, or move away from Flagstaff.

The zoning code already gives away a great deal to investors. As examples, just the definitions of "single family dwelling" and "duplex" are quite telling:

"Division 10-80.20:
Definition of Specialized Terms, Phrases, and Building Functions

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached or detached dwelling units on one lot or parcel. If attached, the units may be attached front-to-back or side-to-side with a common or party wall, or stacked one atop the other with a common ceiling-floor separating the units."

This definition sounds innocuous until you read the definition of "Family" in particular #3:

"Family:

1. One or more persons related by blood, marriage, adoption, or affinity, and resident domestic employees, which occupy a dwelling unit and live as a single housekeeping unit; or

2. Persons with disabilities as so defined in Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Act; or

3. Not more than eight unrelated persons, living together as a single housekeeping unit in a dwelling unit." *There is no definition of a "housekeeping unit" and who will monitor for compliance* that all these people are living together in such a way? In my mind, this turns a "duplex" into an apartment building. The investor benefits, not the neighbors. Especially if the owner is not a full-time resident available to monitor tenant behaviors. Then apply this standard to a tri-plex! Do you want to live next-door?

What is a "high occupancy single-family home?" What does this mean?

More than 8 people living as a "household unit" with no compliance monitoring? What would be the implications of making this change? Will this make short-term vacation rentals even more allowed, and so embedded in our neighborhoods?

If HOH is added to the language in our zoning code, are we further allowing, *even incentivizing*, the money-making opportunities in our neighborhoods at the expense of the existing, tax-paying, community participating residents?

I want my City zoning code to promote homeownership opportunities for my community members (not promote investment and so increase prices) and to protect the character and quality of life in every Flagstaff neighborhood.

Thanks for your time and consideration of these points.

Regards,

Duffie Westheimer

720 W. Aspen Ave.

From: Duffie Westheimer <dwestheimer@gmail.com>
Sent: Monday, September 28, 2020 1:52 PM
To: Mayor and Council <council@flagstaffaz.gov>
Subject: the part I forgot

Greetings again Mayor, Vice Mayor, and Council members,

What I forgot to include in the earlier email was the transit oriented giveaways. To assume that people will use the bus system and so developments don't need as much parking is head-in-the-sand planning.

It is extremely rare for adults to not have a vehicle--many households have more than one vehicle for each driver. ***There needs to be off-street parking for when vehicles are not in use.***

Did you use the bus system today? Yesterday? Most people do not use the bus system. This is not a criticism of the bus system, just the reality. It is almost impossible to make a multi-purpose bus trip in a reasonable amount of time, or if you have a lot to carry. **Please ensure the zoning code has sufficient parking included for each development based on what people *DO*, not what it is wished people did.**

Thanks,

Duffie Westheimer

--

Join Townsite CLT and help put historic Flagstaff to work for the community!

Townsite CLT exists for "Promoting historic preservation and community investment with permanently affordable owner-occupied homes."

Join

Townsite CLT

and display your support

! https://www.townsiteclt.org TCLT is a 501(c)(3) nonprofit.

Daniel Symer

Subject: FW: Public Comment on OCTOBER 6, 2020 Flagstaff City Council Meeting

From: Shane Dille <SDille@flagstaffaz.gov>
Sent: Monday, October 5, 2020 8:49 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Cc: Daniel Folke <DFolke@flagstaffaz.gov>
Subject: FW: Public Comment on OCTOBER 6, 2020 Flagstaff City Council Meeting

FYI

From: tyler denham <tyler.b.denham@gmail.com>
Sent: Saturday, October 3, 2020 6:06 PM
To: Mayor and Council <council@flagstaffaz.gov>
Subject: Fwd: Public Comment on OCTOBER 6, 2020 Flagstaff City Council Meeting

Dear Flagstaff City Council,

As discovered by the ECONA Housing Attainability for the Flagstaff Workforce and Coconino County Community Needs Assessment reports, housing affordability is “the most critical issue facing low-to-moderate income residents” in Flagstaff. Close to half of our residents are severely cost burdened, paying over 30% of their income in housing costs. The single biggest cause is Flagstaff's lack of housing supply.

Several Flagstaff city council members have made statements about how unacceptable and unsustainable this issue is, yet they consistently fail to take meaningful action on housing affordability. In fact, most years they make it worse by blocking new developments, attempting to downzoning large swaths of the city, and tacking on onerous height and parking limits that reduce the supply of desperately needed housing. Additionally, the city council receives almost no feedback from the majority of Flagstaff residents who are renters, only engaging with a small minority of homeowners who are unaffected by housing affordability.

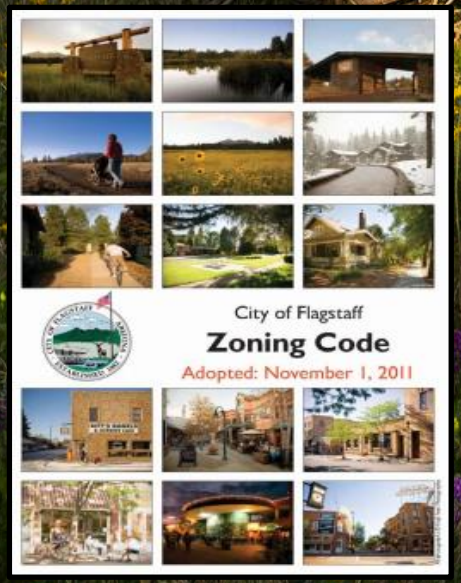
In light of the mismatch between the Flagstaff city council's statements and actions (median home prices have risen 40% in the past 4 years alone), I am concerned that the PZ-19-00125 updates to the zoning code are being used as a vehicle to quietly reduce housing supply through height restrictions, limits on maximum dwelling units and bedrooms per acre, and minimum parking limits. Considering the seriousness of Flagstaff's housing affordability issue, I believe the council has a responsibility to evaluate the impact of the updates to the zoning code on Flagstaff's housing supply.

Best,
Tyler Denham

Updates to Zoning Code 2020 - High Occupancy Housing Specific Plan

City's Request to Amend the Zoning Code

Case PZ-19-00125

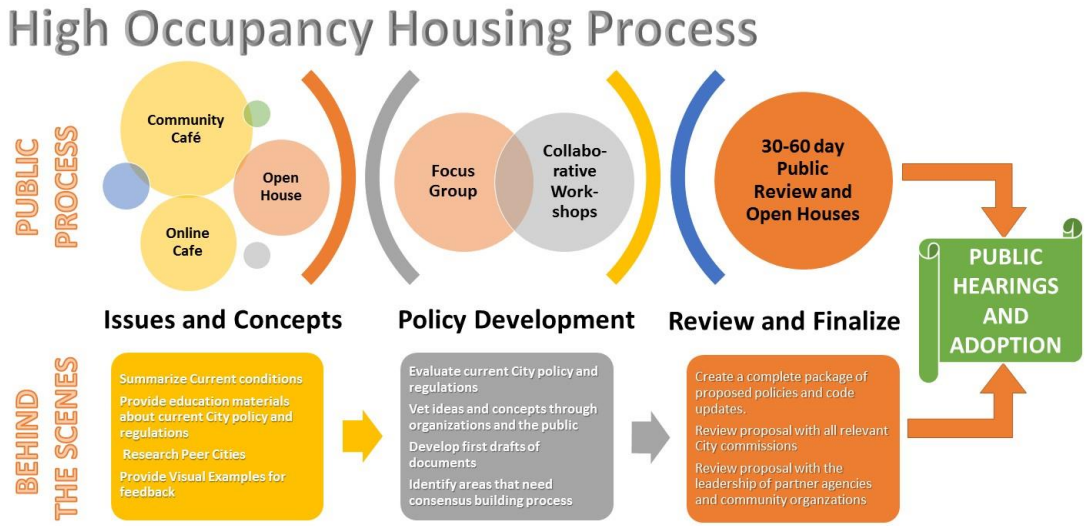


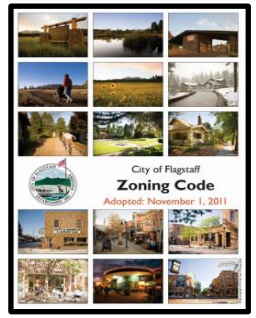
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Dan Symer, AICP
Zoning Code Manager

What happened leading up to the HOH Plan

- 2015 HUB Rezoning case – spurred issues
- 2016 – Hub was approved using existing zoning case, was upheld on appeal
- 2016 – Student housing action plan external working group convened
- 2017 – 2018 Public participation for HOH plan





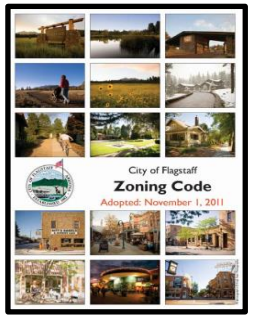
Why did the City adopt the HOH Plan?

- **Fulfills the Regional Plan Policy NH.1.7. "Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale."**

- **Refines the goal and policies pertaining to the location of HOH mixed use building in activity centers**

- **Preserve the of character of existing and historic neighborhoods**

- **Address public concerns related to large buildings and unintended consequences of past zoning in Flagstaff (1972, 2011).**

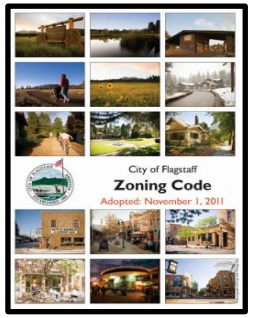


City's Proposed Zoning Code Text Amendment

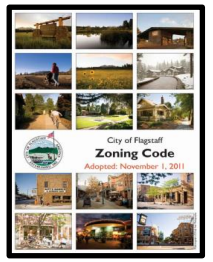
Purpose:

- **Amend the Zoning Code to begin implementing the High Occupancy Housing (HOH) Plan**

- **Remove the Rooming and Boarding provisions**



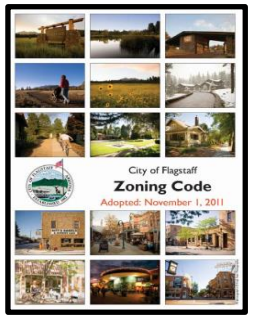
City's Proposed Zoning Code Text Amendment



Definitions

- **High Occupancy Housing Development (HOHD)**
- **HOHD, Single-Family**
- **HOHD, Two-units**
- **HOHD, Three-units**
- **HOHD, Four-units and Greater**
- **Mixed-Use High Occupancy Housing Development (MHOHD)**

City's Proposed Zoning Code Text Amendment



Zones that the HOHDs are allowed

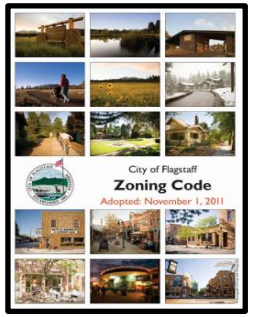
- **Single-Family:**
  - **Rural Residential (RR)**
  - **Estate Residential (ER)**
  - **Single-Family Residential (R1)**
  - **Single-Family Residential Neighborhood (R1N)**
  - **Medium Density Residential (MR)**
  - **High Density Residential (HR)**
  - **Manufactured Housing (MH)**
  - **Community Commercial (CC)**
  - **T3 Neighborhood 1 (T3N.1)**
  - **T3 Neighborhood 2 (T3N.2)**
  - **T4 Neighborhood 1 (T4N.1)**
  - **T4 Neighborhood 1 – Open (T4N.1-O)**
  - **T4 Neighborhood 2 (T4N.2)**
  - **T4 Neighborhood 2 – Open (T4N.2-O)**

City's Proposed Zoning Code Text Amendment

Zones that the HOHDs are allowed

- **Two-units:**
  - **Rural Residential (RR)**
  - **Estate Residential (ER)**
  - **Single-Family Residential (R1)**
  - **Single-Family Residential Neighborhood (R1N)**
  - **Medium Density Residential (MR)**
  - **High Density Residential (HR)**
  - **Suburban Commercial (SC)**
  - **Community Commercial (CC)**
  - **Highway Commercial (HC)**
  - **Commercial Service (CS)**
  - **Central Business (CB)**
  - **T3 Neighborhood 2 (T3N.2)**
  - **T4 Neighborhood 1 (T4N.1)**
  - **T4 Neighborhood 1 – Open (T4N.1-O)**
  - **T4 Neighborhood 2 (T4N.2)**
  - **T4 Neighborhood 2 – Open (T4N.2-O)**

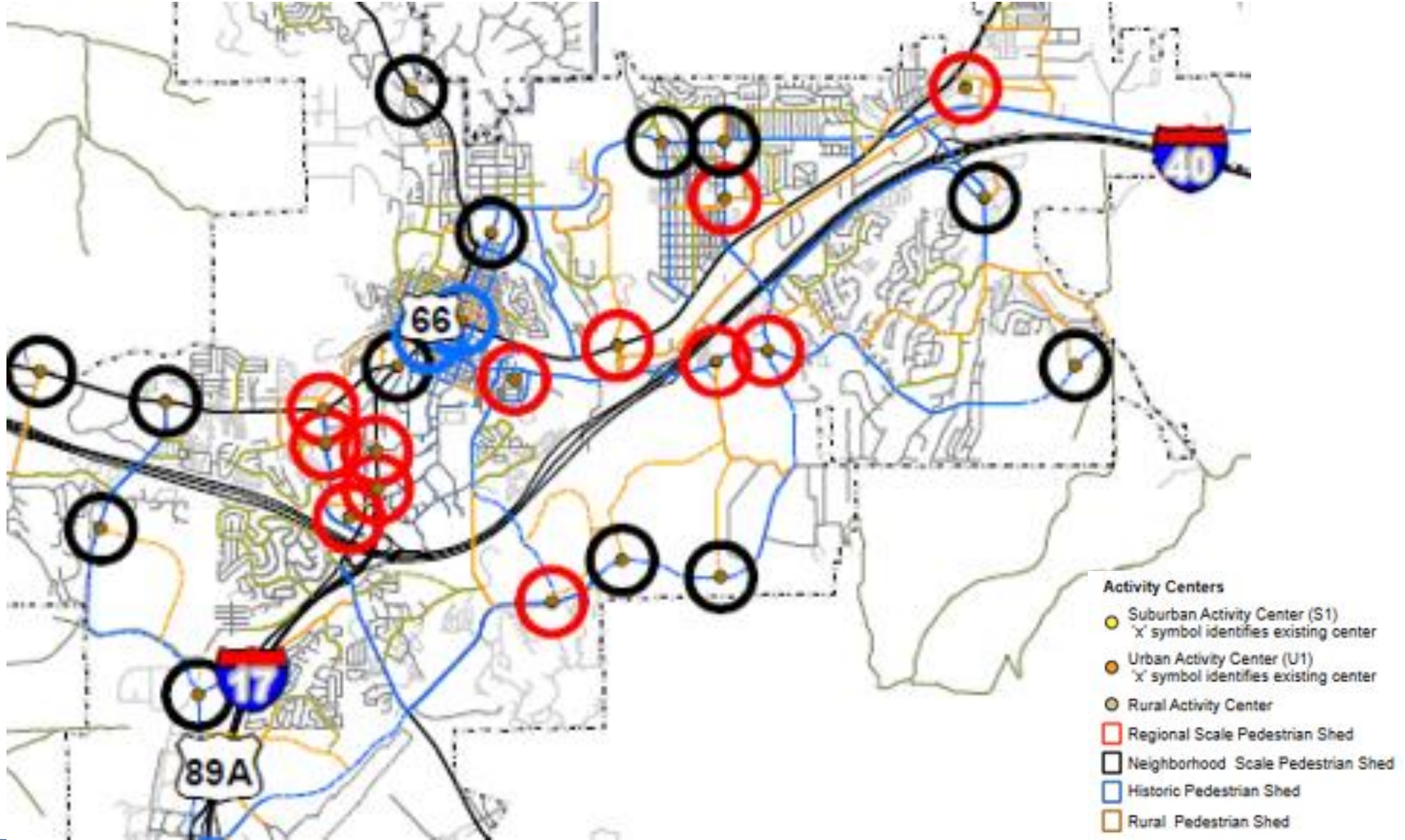
City's Proposed Zoning Code Text Amendment



Zones that the HOHDs are allowed

- **Three- and four-units and greater HOHDs:**
  - Rural Residential (RR)
  - Estate Residential (ER)
  - Single-Family Residential (R1)
  - Medium Density Residential (MR)
  - High Density Residential (HR)
  - Suburban Commercial (SC)
  - Community Commercial (CC)
  - Highway Commercial (HC)
  - Commercial Service (CS)
  - Central Business (CB)
  - T3 Neighborhood 2 (T3N.2)
  - T4 Neighborhood 1 (T4N.1)
  - T4 Neighborhood 1 – Open (T4N.1-O)
  - T4 Neighborhood 2 (T4N.2)
  - T4 Neighborhood 2 – Open (T4N.2-O)
  - T5 Main Street (T5)
  - T6 Downtown (T6)

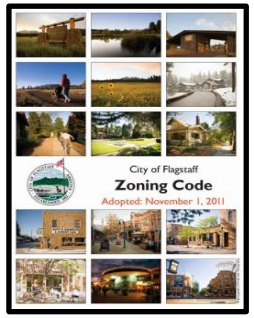
*** An HOHD with four-unit or more must in the pedestrian shed of an activity center**


66
40
17
89A
Activity Centers
Suburban Activity Center (S1)
'x' symbol identifies existing center
Urban Activity Center (U1)
'x' symbol identifies existing center
Rural Activity Center
Regional Scale Pedestrian Shed
Neighborhood Scale Pedestrian Shed
Historic Pedestrian Shed
Rural Pedestrian Shed

City's Proposed Zoning Code Text Amendment

Zones that the MHOHDs are allowed

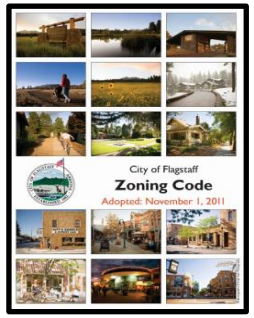
- **Mixed-Use:**
  - **Suburban Commercial (SC)**
  - **Community Commercial (CC)**
  - **Highway Commercial (HC)**
  - **Commercial Service (CS)**
  - **Central Business (CB)**
  - **T5 Main Street (T5)**
  - **T6 Downtown (T6)**



City's Proposed Zoning Code Text Amendment

Residential Zones:

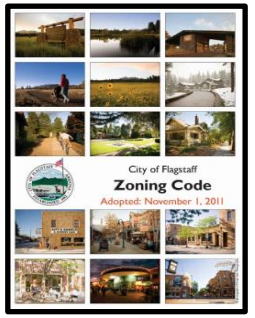
- **No change in the allowed densities**
- **Adding a maximum bedrooms per acre requirement without an HOHD Conditional Use Permit**
- **Adding a maximum bedrooms per acre requirement with an HOHD Conditional Use Permit**



City's Proposed Zoning Code Text Amendment

Commercial and Transect Zones

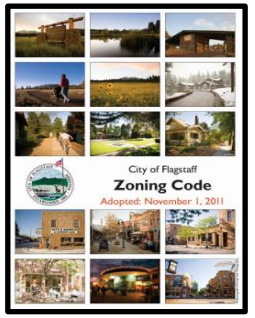
- **No change in the allowed density in the Suburban Commercial (SC)**
- **Adding a maximum density (29 DU/AC) without a Conditional Use Permit in:**
  - **Community Commercial (CC)**
  - **Highway Commercial (HC)**
  - **Commercial Service (CS)**
  - **Central Business (CB)**
  - **Transect zones**
- **Adding a maximum bedrooms per acre requirement without an HOHD or MHOHD Conditional Use Permit**



City's Proposed Zoning Code Text Amendment

Specific to use property development criteria

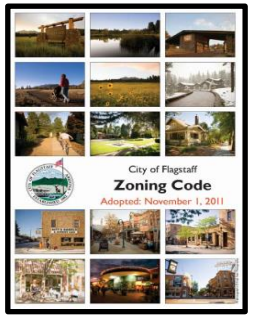
- **General requirements**
  - **Locations**
  - **Unit distributions**
  - **Maximum bedrooms in two- and three- unit**
- **Vehicle and bike parking requirements**
- **Building footprint sizes and separation requirements**



City's Proposed Zoning Code Text Amendment

Specific to use property development criteria

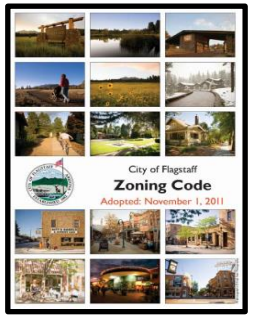
- **Waste management plan**
- **Crime free multi-housing program**
- **Transit pass parking reduction pilot program**



City's Proposed Zoning Code Text Amendment

Conditional Use Permit Criteria

- Standard criteria are applicable
- Additional Conditional Use Permit Criteria
  - Heritage preservation compliance
  - Location to transit service



Staff Recommendation

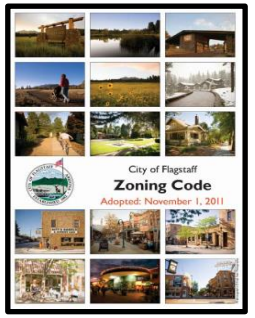
Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The Planning and Zoning Commission recommended approval with a vote of 6-0



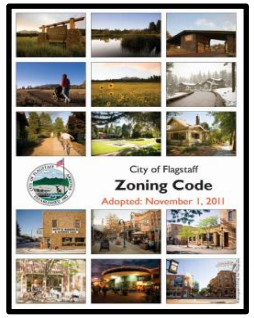
Staff Recommendation

November 3, 2020, Council Meeting

- **Read Resolution by title only**
- **Read Ordinance by title only**

November 17, 2020, Council Meeting

- **Adopt Resolution**
- **Read Ordinance by title only for the final time**
- **Adopt Ordinance**

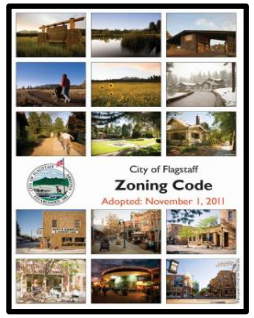


High Occupancy Housing Zoning Code Text Amendment

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

City Council

Comments, Questions and Discussion



9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-60: A resolution approving an Intergovernmental Agreement between the Summit Fire Medical District, the Highlands Fire District, the Pinewood Fire District, the Ponderosa Fire District and the City of Flagstaff on behalf of the Flagstaff Fire Department to expend grants funds and participate in regional training of emergency services personnel.

STAFF RECOMMENDED ACTION:

1) Read Resolution No.2020-60 by title only
2) City Clerk reads Resolution No. 2020-60 by title only (if approved above)
3) Adopt Resolution No.2020-60

Executive Summary:

In October of 2020 the Council approved an Assistance to Firefighters Grant agreement for Fire Officer training for the Flagstaff Fire Department and its Greater Flagstaff Regional Partners. The Intergovernmental agreement before you allows the funds to be shared with the Summit Fire Medical District, the Highlands Fire District, the Pinewood Fire District, the Ponderosa Fire District as per the attached Spreadsheet allocating the agreed upon amount for each agency. All the District boards have approved the IGA.

Financial Impact:

The Grant covers Overtime, Backfill and materials for all the participants. Each agency is responsible for 10% of the funds expended and the grant covers the remaining 90%. The percentage of the grant was appropriated to each agency by determining the number of participants and dividing them by the total count giving a percentage. This was then carried out though out all expenses for each agency. (Exhibit A)

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives Provide public safety with the resources, staff, and training to respond to community needs **Regional Plan** Goal PF.1.Work across all government operations and services to prepare for the impacts of natural and human caused hazards.

Has There Been Previous Council Decision on This:

Council approved the Assistance to Firefighter Grant Agreement EMW-2019-FG-05425 on September 16, 2020.

Attachments: Res. 2020-60
Regional Training IGA
Exhibit-B RTG IGA

RESOLUTION NO. 2020-60

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE HIGHLANDS FIRE DISTRICT, PONDEROSA FIRE DEPARTMENT, PINEWOOD FIRE DEPARTMENT, SUMMIT FIRE AND MEDICAL DISTRICT AND THE CITY OF FLAGSTAFF FOR THE ASSISTANCE TO FIREFIGHTERS REGIONAL TRAINING GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by U.S. Department of Homeland Security, Federal Emergency Management Administration (FEMA) 2019 Assistance to Firefighters Grant Program to the City of Flagstaff for Regional Training; and

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

WHEREAS, the 2019 Assistance to Firefighters Grant program is designed to provide Regional Training.

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 the Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department, Summit Fire and Medical District and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 24, 2020 ("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 3rd day of November, 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM
between

the City of Flagstaff

and

Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and Summit Fire and Medical District

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2020, between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and the Summit Fire and Medical District ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by FEMA and the U.S. Department of Homeland Security entitled Assistance to Firefighters Grant Program. ; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and

D. The PARTIES of this agreement make up those who will benefit from the Assistance to Firefighters Grant monies awarded to the CITY.

E. Emergency service training is required for the PARTIES to maintain their legally mandated training requirements, provide for maintenance of skills, and provide for consistency of operations; and

F. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources;

1. Purpose

The purpose of this Agreement is to administer the funds received by the City from FEMA and the U.S. Department of Homeland from the Assistance to Firefighters Grant Program for a leadership and management program.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff will serve as the host agency and serve as the grant administer of the 2019 AFG grant award.

B. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through the City of Flagstaff.

C. The City of Flagstaff agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Flagstaff with this information on a timely basis to remain in compliance with the requirements of the grant.

D. The participating agencies agree to accept the 2019 regional AFG grant program award and accept their respective items as listed in the AFG grant Award Agreement (see Exhibit B).

E. The participating agencies agree to provide the required cash match in the amount of approximately 10% of the total cost of their requested funds as detailed in the attached spread sheet As Exhibit A. The required match shall be paid by the participating agencies upon receipt of an invoice from Flagstaff.

F. The funds disbursed by the City under this Agreement shall be used only for the project as described in the grant application and award agreement. Any modification to quantity or scope of work must be approved in writing by the City. City will disburse funds to the participating agencies on a reimbursement bases only (see Exhibit A), conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the City. Payment will be contingent upon receipt of all reporting requirements of participating agencies under this Agreement.

G. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

H. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.

I. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through the Flagstaff Fire Department.

J. The participating agencies agree to maintain/repair all items awarded to them under the grant in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official close out of the grant agreement.

K. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the grant.

L. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Flagstaff.

M. The grant award to each agency is outlined in Exhibit A.

3. Indemnification
Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims
The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;
A. Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").
B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of one (1) year.
C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.
D. The termination by one or more of the parties to this Agreement shall not affect the operation of the Agreement as between the other parties thereto.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. 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, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. 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, 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, Genetic Information

11. 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.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

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

14. Right to Enter into Additional Agreements

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another jurisdiction, which is not a participant in this Agreement, for training; that is apart from the services provided by the Regional Training Coordinator, as set forth by this Agreement.

15. Waiver of Potential Conflict

The HIGHLANDS FIRE DISTRICT, the PINEWOOD FIRE DISTRICT, the PONDEROSA FIRE DISTRICT, and the SUMMIT FIRE & MEDICAL DISTRICT (these foregoing hereafter collectively referred to as the "jointly-represented parties") consent to the Coconino County Attorney's Office representing all of them jointly, and acknowledge that they have all been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. For instance, these jointly-represented parties were instructed that although joint representation could yield a cost savings on attorneys' fees and also result in easier coordination, no one party's interests could be advocated above that of the others by the attorney. It was explained to all of the jointly-represented parties that this could result in less favorable terms for either one or another of them, because negotiations could not be conducted in a partisan manner with the assistance of counsel as between and amongst the jointly-represented parties. It was further explained to the jointly-represented parties that as amongst them only, joint representation would result in the loss of confidentiality as to each other with regard to the subject matter of the joint representation. It was further explained that if the joint representation should result in an irreconcilable conflict in the future, which either required or resulted in one or more of their number filing a lawsuit against one or more of the others with respect to the subject matter of the joint representation, or else resulted from another non-waivable conflict, then the Coconino County Attorney's Office would be required to withdraw from representing all parties involved with the irreconcilable and non-waivable conflict, and all such parties involved therewith would have to incur the expense of retaining new replacement counsel. The jointly-represented parties additionally acknowledge that they have been advised and are aware that the Coconino County Attorney does represent several fire districts, including the undersigned. The jointly-represented parties additionally acknowledge that they have the right to have independent counsel review this Agreement and/or the Coconino County Attorney's Office's joint representation in this matter, and all of the jointly-represented parties hereby acknowledge that they have consulted such counsel or have waived the right to consult such counsel. The jointly-represented parties further acknowledge

that they understand their rights, and notwithstanding this disclosure, do hereby confirm their waiver any conflict of interest that may arise by reason of the Coconino County Attorney's Office's representation of the undersigned in this matter, and consent to the joint representation of all of the jointly-represented parties by the Coconino County Attorney's Office.

16. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____

Mayor

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Agency	Officers	Actors	Hours 40	Back fill @ 8 hrs	Total OT HRS	Total	% of Officers	Materials	Instructor	Total	90%	10%
Summit	15	6	840	388.5	1228.5	$ 67,567.50	22%	$ 1,968.75	$ 25,396.88	$ 94,933.13	$ 85,439.81	$ 9,493.31
FFD	29	12	1640	758.5	2398.5	$179,887.50	43%	$ 3,843.75	$ 49,584.38	$233,315.63	$209,984.06	$23,331.56
Highlands	10	6	640	296	936	$ 51,480.00	17%	$ 1,500.00	$ 19,350.00	$ 72,330.00	$ 65,097.00	$ 7,233.00
Pinewood	7	3	400	185	585	$ 32,175.00	10%	$ 937.50	$ 12,093.75	$ 45,206.25	$ 40,685.63	$ 4,520.63
Pondarosa	5	3	320	148	468	$ 25,740.00	8%	$ 750.00	$ 9,675.00	$ 36,165.00	$ 32,548.50	$ 3,616.50
Totals	-66	-30			Labor	$356,850.00	100%	$ 9,000.00	$116,100.00	$481,950.00	$433,755.90	$48,195.00

Exhibit B

EXHIBIT B

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Stacey Brechler-Knaggs
CITY OF FLAGSTAFF
FLAGSTAFF CITY HALL 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

EMW-2019-FG-05425

Dear Stacey Brechler-Knaggs,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $438,136.27 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $43,813.63 for a total approved budget of $481,949.90. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant
Recipient: CITY OF FLAGSTAFF
DUNS number: 088302625
Award number: EMW-2019-FG-05425

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient`s project or projects submitted as part of the recipient`s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program`s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$179,887.40
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$9,000.00
Contractual	$293,062.50
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$438,136.27
Non-federal	$43,813.63
Total	$481,949.90
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA`s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Training

Officer I-IV

DESCRIPTION

Flagstaff fire OT and Back fill cost for 35 officers and Actors. full burden rate

QUANTITY	UNIT PRICE	TOTAL
35	$5,139.64	$179,887.40

BUDGET CLASS

Personnel

Officer I-IV

DESCRIPTION

Overtime and back fill for 55 officer and actor for non city agencies. Full burden rate.

QUANTITY	UNIT PRICE	TOTAL
55	$3,217.50	$176,962.50

BUDGET CLASS

Contractual

Consumables to Support Training during Period of Performance

DESCRIPTION

$1000 per class for copies and books for each attendee. 12 students per class. 1 class is training the trainers.

QUANTITY	UNIT PRICE	TOTAL
9	$1,000.00	$9,000.00

BUDGET CLASS

Supplies

Officer I-IV

DESCRIPTION

9 visits of the master instructor.

QUANTITY	UNIT PRICE	TOTAL
9	$12,900.00	$116,100.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant
Recipient: CITY OF FLAGSTAFF
DUNS number: 088302625
Award number: EMW-2019-FG-05425

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications** DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
Article 2	**DHS Specific Acknowledgements and Assurances** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	**Activities Conducted Abroad** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information (PII)** Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	**Debarment and Suspension** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplication of Benefits** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	**Hotel and Motel Fire Safety Act of 1990** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 22	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	**Non-supplanting Requirement** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	**Reporting Subawards and Executive Compensation** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33	**Terrorist Financing** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	**Universal Identifier and System of Award Management (SAM)** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	**USA Patriot Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	**Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	**Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40	**Prior Approval for Modification of Approved Budget** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 41	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
Article 42	**Environmental Planning and Historic Preservation** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding.DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2019-FG-05425	N/A	866000244	AWARD	WX02929N2020T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF FLAGSTAFF 211 W ASPEN AVE FLAGSTAFF, AZ 86001	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Stacey Brechler-Knaggs	9282132227	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
07/17/2020	OTHER - FEMA GO	COST SHARING	07/24/2020 to 07/23/2021 **Budget Period** 07/24/2020 to 07/23/2021

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	$0.00	$438,136.27	$438,136.27	$43,813.63
		Totals	$0.00	$438,136.27	$438,136.27	$43,813.63

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	**DATE**
18. FEMA SIGNATORY OFFICAL (Name and Title) **Bridget Bean, Assistant Administrator Grant Programs Directorate**	**DATE** **07/17/2020**

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jerry Bills, Deputy Fire Chief
Co-Submitter:	Mark Wilson
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Approval of Contract: Approve the Contract to Crandell Research Solutions for Regional Fire Officer Training

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Crandell Research Solutions in the amount of $116,100; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This contract is funded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), 2019 Assistance to Firefighter Grant (AFG) grant to provide Fire Officer One education to the Greater Flagstaff Regions Fire fighters. This agreement is accompanying the Intergovernmental Agreement (IGA) that provides for partner participation in this education. Total cost of the training is $116,100, the grant pays $104,490 (90%), and the match is $11,610 (10%). The $11,610 (10%) match will be split between all of the partnering agencies.

Financial Impact:

The Budget team has approved the 10% match, and our partners are in agreement as well. The cost shared by all for this purchase is $11,610. This grant is budgeted in the General Fund, Fire Grant Section for $735,000 (account number 001-03-052-6152-2-4354).

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives
Provide public safety with the resources, staff, and training to respond to community needs

Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Regional Plan
Work across all government operations and services to prepare for the impacts of natural and

human caused hazards.

Has There Been Previous Council Decision on This:

Council approved the Grant Agreement from the Assistance to Firefighter Grant Program on 9/16/2020. An IGA is accompanying this request providing for the Greater Flagstaff Regional (GFR) Partners participation.

Options and Alternatives:

1. Approve the agreement
2. Not Approve the agreement.

Background/History:

This would take current GFR training with Blue Card and allow for Fire Officer 1 to be added while attending in town. If our membership attempted to get Fire Officer 1 certified (which is only one component of this training) they would have to look out of State. Between TLM (per diem, travel, and lodging costs) costs and paying an average of $650 per student for out of state tuition, this would average out to about $144,000. This is $116,100 for the instructors to come to our location which includes their TLM, expertise, one on one coaching, access to all their materials for current and future trainings and is still cheaper than sending our teams out of town. By having eight (8) train-the-trainers available to the GFR we will save on all future costs associated with members wanting to become certified through this specific training method.

Purchasing staff reviewed and approved the purchase as a sole source. The training provided is a customized training designed for the City of Flagstaff Fire Division's specific training needs and is only available through Crandall Research Solutions.

Community Benefits and Considerations:

All of the Greater Flagstaff Regional Partners' Fire Officers will be trained to a Fire Officer 1 level increasing safety and management capability of difficult in situations emergency and nonemergency events.

Community Involvement:

The Region will recognize a higher level of professionalism amongst all fire departments and their members.

Attachments: Service Agreement
Exhibit A

CITY OF FLAGSTAFF
CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-52

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Brian Martin Crandell, a sole proprietor LLC ("Contractor").

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

WHEREAS, the Contract is funded in part by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) 2019 Assistance to Firefighters Grant Agreement #EMW-2029-FG-05425

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

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

   Crandell Research Solutions Training to Protect Health and Safety.

   The project will provide a level of training for all the regions fire officers and will be a new base level of education. In addition will bring the Greater Flagstaff Region Fire Departments into compliance with recommended National Fire Protection Association (NFPA) or other national standards. The Instructor-Led Training will significantly improve firefighter safety, reduce risk for day to day operations, and improve communications.

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor **one hundred sixteen thousand one hundred dollars ($116,100.00) including taxes and other reasonable expenses made in accordance with the price list and terms set forth in the Contractors Quote** as shown in Exhibit A – Scope of Work. Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her 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 into this Contract by reference by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. Grant Provisions: Contractor shall meet the Grant Provisions in Grant Number EMW-2019-FG-05425 as set forth in *Exhibit C*.

5. Contract Term: The Contract term is for a year unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence immediately. Contract can be renewed for an additional (1) one-year extensions.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

7. 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.

To the City:

Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov
Phone: (928) 213-2276

To Contractor:

Brian Crandell
Crandell Research Solutions
Box 1103
Bozeman, MT 59771
aps@bigsky.net

With a copy to:

Mark Wilson
Flagstaff Fire Department
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
mwilson@flagstaffaz.gov

With a copy to:

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

CONTRACTOR

_____

Print name:_____

Title:_____

Date: _____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued: _____, 20___

EXHIBIT A
SCOPE OF WORK

Quote from Crandell Research Solutions (attached)

EXHIBIT B

CITY OF FLAGSTAFF

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and

approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

66. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

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

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount

of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

GRANT PROVISIONS

Grant Project Title: Regional Fire Officer Training Funding

Agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) - Fiscal Year 2019 Assistance to Firefighters

Grant Agreement No.: EMW-2019-FG-05425

FEDERAL - GRANT PROVISIONS

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

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

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

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i)) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv)) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

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

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

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

Conflicts of Interest

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

(i)) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

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

Copyrights

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

Patent Fees and Royalties

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

Responsible Contractors

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

Access and Retention of Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Brian Crandell
Box 1103
Bozeman, MT 59771

Crandell Research Solutions

Quote

Quote # - 2020 FFD-01
Date - 10/22/2020

Quote prepared for:

Flagstaff Fire Department
211 W Aspen
Flagstaff, AZ 86001

Items	Description	Amount
1.	Instruction for Greater Flagstaff Region Fire Officer Leadership Program	$116,100.00
	Quote includes instructional fees, transportation, lodging, per diem	

Notes:

・Flagstaff FD provides mutually agreeable training facilities, AV equipment, copies and instructional materials(consumables), including DiSC assessments

・Includes preparing maximum of 8 coaches, GFR Fire organizations provide Coaches

・Behavioral tendencies assessments will be invoiced separately, and are not included in this quote

・Prepare up to 8 Coaches

・Maximum of 9 sessions

・Maximum of 96 participants, maximum of 12 participants per session

・Session arrangements, including dates and configuration, to be determined by mutual agreement

Thank you for the opportunity to serve with the members and staff of the Flagstaff, Highlands, Pinewood, Ponderosa, and Summit FDs.

Greater Flagstaff Region

Fire Officer Leadership Program Leaders' Meeting

October 19, 2020

Do what you can, with what you have, where you are.

We are our choices.

Pause.

Create Opportunities.

Do what's next. Keep going.

facilitated by:

Brian Crandell, Ed.D., EFO
Crandell Research Solutions

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-30: An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date.
(approving receipt/transfer of easements and real property interests)

STAFF RECOMMENDED ACTION:

At the November 3, 2020 Council Meeting:
1) Read Ordinance No. 2020-30 by title only for the first time
2) City Clerk reads Ordinance No.2020-30 by title only (if approved above)
At the November 10, 2020 Council Meeting:
3) Read Ordinance No. 2020-30 by title only for the final time
4) City Clerk reads Ordinance No. 2020-30 by title only (if approved above)
5) Adopt Ordinance No. 2020-30

Executive Summary:

The City regularly receives real property interests from private property owners during the development review process. Typically, these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way, or other public purposes.

The City also regularly grants or reserves utility easements across City property necessary for City projects or buildings.

This ordinance, which requires City Council action, will ratify the easements and real property either received or granted by City.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance No. 2020-03 on January 21, 2020.

Options and Alternatives:

1. Adopt the Ordinance Pros: Formally approving the real property interest transactions conforms with City practices.
   Cons: None.
2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.Pros: None identified.
   Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.
The Flagstaff community will benefit from the acquisition of real property interests that are used by and serve community needs

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Attachments: Ord. 2020-30
Easements for Ratification
Right of Way Ratification

ORDINANCE NO. 2020-30

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council.

ENACTMENTS:

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

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Dedications and donations of easements and real property

Property Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded	Ordinance
Utility Easement	110-08-001G	APS Solar Panels	2201 N. Gemini Road	City of Flagstaff	APS	0.3791	N/A	N/A	To Be ratified
Utility Easement	100-22-001B, previous parcel 100-22-001A. & 100-22-004	APS	301 W. Aspen Avenue, 323 W. Aspen Avenue	City of Flagstaff	APS	0.047	3871562	4/28/2020	To Be ratified
Water Easement	105-10-166	Pine Canyon	4075 S. Clubhouse Circle	TLC PC GOLF	City of Flagstaff	0.03	3868102	3/16/2020	To Be ratified
Waterline Easement Reservation	108-07-010	Ceiba	3051 N. Fanning Drive	City of Flagstaff	City of Flagstaff	0.006	3867467	3/9/2020	To Be ratified
Waterline Easement Reservation	108-07-010	Ceiba	3051 N. Fanning Drive	Ceiba Holdings	City of Flagstaff	0.004	3867466	3/9/2020	to Be ratified
Water Easement	103-04-010	Doan	1102 S. Milton Road	Helen Doan Revocable Living Trust	City of Flagstaff	0.001469	3865874	2/20/2020	To Be ratified
Utility Easement	100-10-009B, Previous parcel 100-10-010C & 100-10-009A		Beaver Street & Alley	City of Flagstaff	City of Flagstaff	0.00284	3856951	11/1/2019	To Be ratified
Water Easement Reservation	104-45-150	West Flag Improvement Project	587 N Switzer Canyon Drive	Switzer Canyon Village TH Assoc	City of Flagstaff	0.078	3852299	9/12/2019	To Be ratified
Affidavit of Correction is for the purpose of correcting the legal description for a 08/15/19. Drainage & Underground Utilities Easement granted to the COF on April 21, 1969.	113-26-022	ST3056A - Industrial Drive	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	0.76	3849756	8/15/2019	To Be ratified
TCE	133-26-022	ST3056A - Industrial Drive	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	0.32	3849108, 384756	8/15/2019	To Be ratified
Water Easement	11228010B previous parcel 11228010A	VP Cinema LLC	1959 S. Woodlands Village Blvd	VP Cinema LLC	City of Flagstaff	0.02	3844343	6/17/2019	To Be ratified

Easement Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded	Ordinance
Utility Easement	112-19-010C	Trailside Apartment Project	521 W. University Heights Drive	City of Flagstaff	APS	0.0087	3843018	5/30/2019	2019-05
Utility Easement	112-20-012B	Trailside Apartment Project	3101 S. Beulah Boulevard	City of Flagstaff	APS	0.0064	3843019	5/30/2019	2019-05
Slope Easement	107-07-002E	Ponderosa	1650 E. Ponderosa Parkway	Ponderosa Parkway, LLC	City of Flagstaff	0.027	3871563	4/28/2020	To Be ratified
Drainage Easement	107-07-002E	Ponderosa	1650 E. Ponderosa Parkway	Ponderosa Parkway, LLC	City of Flagstaff	0.44	3871564	4/28/2020	To Be ratified
Public Utilities and Ingress/Egress for Maintenance	11323007D	Ceiba	3745 E. Huntington Drive	Ceiba Holding LLC	City of Flagstaff	0.18	3839956	4/23/2019	To Be ratified
Water Easement Reservation	Portion 116-61-013	Swift Travel Center	Tract 5B of the Pulliam Airport Airpark	City of Flagstaff	City of Flagstaff	0.01007	3839381	4/15/2019	To Be ratified
Water Easement	113-26-003Y	County Medical Examiner	4402 E. Huntington Drive	Coconino County	City of Flagstaff	0.00293	3838155	3/28/2019	To Be ratified
Water Easement	113-26-003Y	County Medical Examiner	4402 E. Huntington Drive	Coconino County	City of Flagstaff	0.00293	3838156	3/28/2019	To Be ratified
Water Easement	101-46-012A	Highgate	1830 N. Jasper Drive	Highgate Flagstaff LLC, A Washington LLC	City of Flagstaff	0.004577	3871561	2/27/2019	To Be ratified

Property Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded	Ordinance
Right-of-Way	103-03-013N	N/A	963 W. Route 66	Ron McCaroll	City of Flagstaff	0.15	3865612	2/18/2020	To Be ratified
Right-of-Way	ADOT Hwy 180 Humphreys Street from Route 66 to Aspen Avenue	Widening of Humphreys Street between Route 66 and Aspen Avenue	Hwy 180 Humphreys Street from Route 66 to Aspen Avenue	City of Flagstaff	City of Flagstaff	0.0253	3863921	1/28/2020	2019-23
Right-of-Way	Route 66 Bridge Replacement Project	Route 66 Bridge Replacement Project	Southeasterly Right of Way line of Soliere Avenue	City of Flagstaff	City of Flagstaff	0.108	3862175	1/6/2020	2019-38
Right-of-Way	116-61-008B, Previous parcel 116-61-008A	Future widening of John Wesley Powell Boulevard	John Wesley Powell Boulevard	City of Flagstaff	City of Flagstaff	0.129	3858649	11/21/2019	2019-30
Right-of-Way	116-61-008B, Previous parcel 116-61-008A	Future widening of John Wesley Powell Boulevard	John Wesley Powell Boulevard	City of Flagstaff	City of Flagstaff	1.08	3858649	11/21/2019	2019-30
Right-of-Way	116-61-006	Future widening of John Wesley Powell Boulevard	John Wesley Powell Boulevard	City of Flagstaff	City of Flagstaff	0.725	3858649	11/21/2019	2019-30
Right-of-Way	106-08-026	Fourth Street Improvement Project	Fourth Street & Sparrow Avenue	FUSD One	City of Flagstaff	0.0765	3857734	11/12/2019	To Be ratified
Right-of-Way	113-26-022	Industrial Drive (ST 3056A)	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	0.85	3849108	8/7/2019	2019-18
Right-of-Way for Bus Stop	112-28-010B, Previous parcel 112-28-010A	VP Cinema LLC	1959 S. Woodlands Village Boulevard	VP Cinema, LLC	City of Flagstaff	0.1059	3844344	6/17/2019	To Be ratified

Property Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded	Ordinance
Sidewalk Easement Reservation	Portion of 116-61-013	Swift Travel Center	Tract 5B of the Pulliam Airport Airpark	City of Flagstaff	City of Flagstaff	0.0013	3839383	4/15/2019	To Be ratified
Right-of-Way	N/A	Sale of City Right-of-Way	1900 N. Second Street	City of Flagstaff	La Fonda Restaurant	0.029	3836261	2/27/2019	2018-37
Right-of-Way	107-04-031A	Sunnyside Phase 5 E Improvement Project	2326 E. Spruce Avenue	Malvern John Reid III	City of Flagstaff	0.0025	3823556	8/24/2018	2018-27

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	10/28/2020
Meeting Date:	11/03/2020

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: City Manager Report
Traffic Signal Public Art Project

City Manager's Report

October 30, 2020

Council and Colleagues, Greetings.

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

Wayside Horns

The City Council considered a citizen petition in July, 2017, regarding the Quiet Zone and the sound level of the wayside horns on the eastside of town at the Steves and Fanning crossings. The wayside horns are operated by the City at both crossings and are an approved supplemental safety measure used in the absence of the train mounted horn.

The other three crossings in Flagstaff that are a part of the Quiet Zone utilize One Way streets (Beaver and San Francisco) and a non-traversable median (Ponderosa Parkway) to satisfy the supplemental safety measure requirement for the Federal Railroad Administration's requirements for Quiet Zones and therefore do not require wayside horns.

In response to the petition we measured the sound levels and the aiming of the wayside horns. After the wayside horns were confirmed to be in compliance with all regulatory standards, the City moved on to pursue other supplemental safety measures in an effort to eliminate the wayside horns. Efforts by City staff are ongoing in working towards solutions in collaboration with BNSF, Arizona Corporation Commission-Railroad Safety Group, ADOT, and various roadway consultants.

Staff is currently preparing a CCR to update the Council on the detail of these supplemental safety measures and what we hope to accomplish on the eastside of town.

It is possible that some of the recent complaints may be attributed to actual train horns in addition to the Wayside horns. The east end intersections do experience occasional train horns, which are considerably louder.

Humphreys / Rt 66 Turn Lane

Project consists of building a second right-turn lane from Humphreys onto Rt 66 including City sidewalk with a retaining wall. The purpose is to improve southbound traffic flows from Humphreys to Rt 66.

Project Update：

- The ADOT contractor, CS Construction, is contracted to complete the work by November 24, 2020, just prior to the Thanksgiving holiday. Lane opening is anticipated to happen a few days prior to the 24TH.
- The pavement construction work is expected to be completed by October 29TH; however, concrete requires a 28-day cure period to reach its design strength in order to accommodate vehicle loading.
- The work slated for completion in November includes installation of the railing for the stairs at the southeast corner of the City Hall property, removal and replacement of the signal control cabinet, completion of ADA compliant ramps at intersections, striping, completion of landscaping including City Hall lawn and general site work along with construction zone cleanup.
- Note that ADOT provided a temporary signal control cabinet to the contractor because Covid-19 delayed the manufacturing of the control cabinet. The target date for delivery of the permanent cabinet is November 11TH.

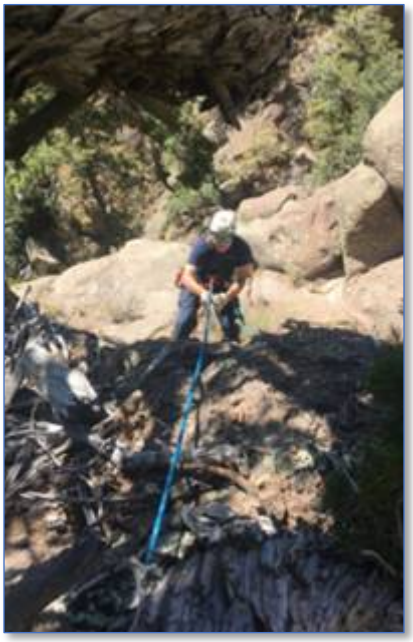
Leadership Litter Clean Up

The City's leadership group met on October 23rd to clean up the City's parcel between Walmart and WL Gore on Huntington. The group collected 22 bags of trash during the hour we were there. This leadership clean-up also helped Sustainability discover what best practices would be for future volunteer clean up efforts during the pandemic. (some pictures below)

Fire Department

- The Flagstaff Fire Department was recognized by a Flagstaff Citizen who witnessed an incident at Bushmaster Park and called 911 to give a Police report. The Fire Captain knew this Citizen was scared and stayed with her to help her calm down. She was scared to walk home alone, so the Fire Department personnel gave her a ride home. She was very appreciative of the extra mile these Fire Department members took to ensure her well-being.

- Fire Department Technical Rescue Teams completed rope repelling training.



- Flagstaff Fire Command staffed hosted a regional Greater Regional Partners BC Assessment Center this past week at Summit Fire District. Five candidates from Summit and Highlands Fire participated in the two-day process. Six Chief Officers from around the state sat in as evaluators.

- Flagstaff Fire C shift west side crews responded to a rollover accident on I-40. A passenger car had been run off the road by a semitruck and rolled. (see image) There were two patients they were treated on scene and one was transported to FMC.

- Flagstaff Fire Department completed multi-unit engine company training. Crews reported to local businesses within the city and performed size ups, hose pulls and command transfers to BC. (See Image below).

Police Department

- Recruitment Efforts: Sgt. Turley held a Police Officer testing process and four applicants participated; Sgt. Hernandez attended an NAU Criminal Justice club meeting for recruitment; and Sgt. Turley attend a recruitment fair virtually.

- Flagstaff Police Department personnel participated in a meeting with NAU Dean of Student Conduct, Flagstaff Medical Center on public safety issues, a presentation for a local boy scout troop, Salvation Army Board Meeting and the Coordinated Community Response Team (CCRT) to domestic violence training.

Public Works

- Recreation staff, in collaboration with Flagstaff Library, is in planning stages for the Halloween Drive-Through Grab and Go event to be held on Halloween Day, Saturday, October 31 from 1:00 – 4:00 P.M. This event will be offered to the community as an alternative to door to door Trick or

Treating. Drive up sites will include, but may not be limited to, the Main Library, Aquaplex, East Branch Library, and Jay Lively Activity Center. Treat bags and goodies will be delivered to the cars in a safe and contactless method. Masks and all precautions will be taken to make this a safe and healthy event. Many thanks to those involved in orchestrating this effort.

- Parks crews held their annual Stand-Down for 2020 with a social distanced cornhole cup tournament. A big thank you to the Parks Crews for maintaining our much-needed community park inventory during this year of the COVID, and a big congrats to the cornhole cup winners (images below).

- Staff has spent much of the week completing final equipment preparations on Snow operations equipment. A majority of our truck fleet is now outfitted with plow bodies and spreader boxes. All the associated operations checks, safety items, lighting and maintenance has been completed as we near Snow Operations season.

- Modifications to the Expanded Use of Rights-of-Way (EUROW) Aspen Ave traffic control and closure occurred on Friday, October 23rd. The water filled barriers were removed, except for the starting traffic tapers and replaced with the decorative fencing, some crowd control fencing for stability and additional wine barrels. We are working with all stakeholders to address concerns and continue the pilot project if weather will allow.

- Related to the above, a crew of folks from city staff, ParkFlag, and DBA, joined forces on Friday Oct. 29th to plant live spruce trees in the wine barrels, which now adorn the fenced area on Aspen as well as the alleyway. Much appreciation to the hard-working team. It looks great. Images below.

- Both the old City Court and Prosecutors buildings were prepared for abatement by the removal of furniture and items abandoned by the occupants including metal salvage, electronics and others. Abatement of asbestos interior to the building is to complete next week followed by

removal of asbestos-containing roofing materials. Demolition is scheduled for early November for removal of the structure.

- Flagstaff Recreation Supervisor Tyrone Johnson was honored and awarded with the Phoenix Suns Charities Spirit of Cotton Award on Wednesday, October 7th. The award is a reflection of the values of former Phoenix Suns coach Cotton Fitzsimmons, and Tyrone embodies many of those same characteristics in his approach to coaching and life. Tyrone is the Head Women's Basketball Coach at Flagstaff High School. We are so proud of Tyrone for this much deserved achievement, and we are honored to get to work with someone of his high caliber. Congratulations, Tyrone! (See the article in the Daily Sun, https://azdailysun.com/sports/local/flagstaff-girls-basketball-coach-tyrone-johnson-awarded-spirit-of-cotton-award-from-phoenix-suns/article_e6205695-2c20-5d7c-b94a-0b4ce7519503.html.)

(photo from Arizona Daily Sun article)

- Trail counters have been purchased as Parks is excited to use a great program that Open Space, Coconino County, and Forest Service already utilize in our area. There will be five counters installed along the FUTS later this month. Looking forward to the usage data to share.

- The FAA has reviewed the Pulliam Airport New Overflow Parking Lot site where the proposed parking lot is anticipated to be constructed relative to cultural resources. The final determination was that the City is cleared to proceed with the final design and ultimate construction of the parking lot. There were eight respondents to the Construction Manager at Risk (CMAR) solicitation, the review committee has completed their review and are awaiting procurements determination on the need for interviews.

Beautification, Arts, and Science

Council, attached is a narrative regarding a pilot project involving the beautification of utility boxes and structures in designated locations in our community. We would like any input you may have on this very exciting project. The beautification is performed with vinyl wrap. Please give it a review and let us know what you think, as we would like to move forward quickly!

Traffic Signal Cabinets Pilot Project

October 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Traffic Signal Cabinets Pilot Project, Fall 2020

The call to create canvases from Traffic Signal Cabinets across the city was formally initiated by Flagstaff resident, Gaylene Soper, who had seen a similar project in her former hometown of Bozeman, Montana. A pilot project was supported by the City's Beautification and Public Art Commission (BPAC, a body made up of Flagstaff community members) and is in keeping with its mission to bring public art to our community. Project funding is from the approved allocation of the BBB (Bed, Board and Beverage tax) to support art and culture in Flagstaff which cannot be diverted for other uses.

Traffic signal cabinets are the stainless-steel structures located at every signalized intersection. Staff consulted Public Works, Traffic Control, and the Property and Development team on logistical requirements and the selected sites for the project. The Art, Sciences and Beautification program also has an internal MOU on the responsibility and care of the boxes with Traffic Control. Selected sites include East Cedar and North Gemini (near the entry to Innovation Mesa and Buffalo Park) and East Butler and South San Francisco on the Southside. The boxes will be wrapped with digitally printed designs on high quality 3M vinyl wrap with anti-graffiti coating to ensure a minimum three-year life span. This vinyl wrap is easily maintained, is removable, and has been demonstrated as safe technology to use on signal and utility cabinets. FILMTEQ LCC, a local firm, who specializes in graphic wraps for vehicles, is the winning vendor.

Outreach for the call to artists for this project was primarily local. Staff wrote a press release and the Arizona Daily Sun wrote an article just prior to the application deadline. Sixteen artists submitted proposals for the Cedar/Gemini location. Eighteen artists submitted for Butler/San Francisco.

Beautification, Arts and Sciences staff created a selection panel for each location to evaluate the proposals, exemplifying the program's new direction to include more community member voices and specialized expertise for projects. Panel members included nearby business owners, community stakeholders and graphic artists. Each panel was advisory and a working group of BPAC and subject to BPAC approval. BPAC approved the preliminary concepts below at their meeting on October 12. A successful pilot project will pave the way for future expansion; there is funding for three more locations next year.

Preliminary Concept Proposal: Butler and San Francisco

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October 2020, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

Summary of Artist's Statement (see image on page 1): Artist Adam Nash was inspired by this opportunity to take something that people overlook, drive by or even dislike and transform it into a piece of art that "inspires, brings joy and improves the community." The artist was also inspired by the mission of the City, *to protect and enhance the quality of life for all*, as well as the beauty and strong history of the city. He writes that what really sets this community apart is the "wonder of the surrounding natural environment" and that is "what draws us all together here." The artist relied heavily on nature for the design, in particular the sunflowers that line roadways and spread across fields in Flagstaff in the summer months. These inspirations resulted in a color pallet inspired by these natural elements, while the mosaic pattern adds a sense of "stability, uniqueness and depth."

Preliminary Concept Proposal: East Cedar and North Gemini

Summary or Artist's Statement: Christy Moeller noted that the location for these boxes is largely devoid of color, so was inspired to create a very bold and vibrant piece. It is called "Here Comes the Sun." She writes, "the sun is such a major element in our lives as Arizonans", and "every day we are blessed with an abundance of sunlight and clear blue skies, but (the sun) can also become destructive and impossible to control." The artist represents the sun as a "brightly colored woman, accented with geometric shapes and colors such as gold, turquoise and coral, that are indicative of Arizona." Christy describes the woman's expression as ambiguous, much like our sun, with a watchful, protective eye and an air of defiance. The crown resembles our state flag. The large star on the crown and the orbiting planets were added after panel input to relate to the proximity to 'Innovation Mesa' and the relationship to space research here in Flagstaff.