REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 17, 2020

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

ATTENTION

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

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

PUBLIC COMMENT PROTOCOL

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

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

Public comments may be submitted to publiccomment@flagstaffaz.gov

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

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

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

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

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

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR EVANS	
VICE MAYOR SHIMONI	COUNCILMEMBER 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 one appointment to a term expiring October 2023.

B. Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Community Representative seat for a term expiring in September 2021.
Make one appointment to a Community Representative seat for a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Realtor seat to a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Any seat to a term

expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Developer seat to a term expiring in September 2023.

C. **Consideration of Appointment:** Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2022.
Make two 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:** Slash Management contract for the Schultz Pass and Dry Lake Hills area with Markit! Forestry.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Markit! Forestry in the amount of $463,060.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Consulting Contract:** Landfill Road Environmental Assessment with EnviroSystems Management, Inc.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchasing Contract with EnviroSystems Management, Inc. to provide professional consulting services for an amount of $73,246.00.
2. Authorize the City Manager to execute all necessary documents.

7. ROUTINE ITEMS

A. **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:

1) Adopt Resolution No. 2020-59
2) Read Ordinance No. 2020-28 by title only for the final time
3) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)
4) Adopt Ordinance No. 2020-28

B. **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:

1) Read Ordinance No. 2020-29 by title only for the final time
2) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)
3) Adopt Ordinance No. 2020-29

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:

1) Read Ordinance No. 2020-30 by title only for the final time
2) City Clerk reads Ordinance No. 2020-30 by title only (if approved above)
3) Adopt Ordinance No. 2020-30

D. **Consideration and Approval of Amendment One to the Construction Manager At Risk Construction Services Agreement:** for the northern portion of the Coconino Estates Improvements Phase I Project.

STAFF RECOMMENDED ACTION:

1. Approve Amendment One to the Construction Manager At Risk (CMAR) Construction Services Agreement No. 2019-37, with Eagle Mountain Construction, to include the Guaranteed Maximum Price (GMP) for the northern portion of the Coconino Estates Improvements Phase I Project in the amount of $3,192,513.34 with no changes to the contract duration; and
2. Approve an Owner's Contingency of $74,842.99, which is approximately 2.3% of the Guaranteed Maximum Price for the northern portion of the Project.
3. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Federal Lobbying Services

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of $96,000 for the first year with a provision for a 2.5% increase each succeeding year, plus applicable expenses billed at cost.
2. Authorize the City Manager to execute the necessary documents.

8. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2020-31:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Engineering and Capital Improvements Division in City Code.

STAFF RECOMMENDED ACTION:

At the November 17, 2020 Council Meeting:
1) Read Ordinance No. 2020-31 by title only for the first time
2) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)
At the December 1, 2020 Council Meeting:
3) Read Ordinance No. 2020-31 by title only for the final time
4) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)
5) Adopt Ordinance No. 2020-31

B. **Consideration and Adoption of Ordinance No. 2020-32:** An ordinance of the City Council of the City of Flagstaff, changing the name of Agassiz Street to ____; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 17, 2020 Council Meeting:
1) Read Ordinance No. 2020-32 by title only for the first time
2) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)
At the December 1, 2020 Council Meeting:
3) Read Ordinance No. 2020-32 by title only for the final time
4) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)
5) Adopt Ordinance No. 2020-32

C. **Consideration and Adoption of Resolution No. 2020-62:** A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the General/Special Election held on November 3, 2020.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-62 by title only
2) City Clerk reads Resolution No. 2020-62 by title only (if approved above)
3) Adopt Resolution No. 2020-62

9. COUNCIL LIAISON REPORTS

10. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about a policy of a moratorium on any new or increased fees until after the global pandemic is over as set forth by CDC.

11. CITY MANAGER REPORT

A. City Manager Report

12. COVID-19 UPDATES

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:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration of Appointments: Airport Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term 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 two applications on file and they are as follows:

Jose Alvarado (new applicant)
Cal McLoy (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: 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 one Commissioner: by appointing a member 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)

5. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Community Representative seat for a term expiring in September 2021.
Make one appointment to a Community Representative seat for a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Realtor seat to a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Any seat to a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Developer seat to a term expiring in September 2023.

Executive Summary:

The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff. There are currently five seats available due to one resignation and four term expirations. Three of the available seats are for Building and Real Estate Professionals with a requirement of appointing at least one Realtor and one Developer. There are currently two Community Representative seats available.

The authority for the commission requires that the members shall be appointed into one of three professional categories: Building and Real Estate Professionals (6 members requiring at least one builder, one developer, one realtor, one lender, and one residential multi-family/property management representative); Low Income Housing Experts (3 members); and Community Representatives (3 members).

There are four (4) Building and Real Estate Professional applications and five (5) Community Representatives applications on file for consideration by the Council. The authority requires that one of the Building and Real Estate Professional seats be a realtor and one be a Developer. The applications are as follows:

- Eric Davis - Building & Real Estate Professional - Realtor (current commissioner)
- Melinda DeBoer-Aryer - Building & Real Estate Professional - Realtor (current commissioner)
- Tyler Denham - Community Representative (new applicant)
- Sandi Flores - Building & Real Estate Other Professional/Landlord (new applicant)

- Chris Kemmerly - Building & Real Estate Professional - Developer (current commissioner)
- Yiqun Lin - Community Representative (new applicant)
- Adrah N. Parafiniuk - Community Representative (new applicant)
- Joanna Wheaton - Community Representative (new applicant)
- Jayden Wheeler - Community Representative (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy, Councilmember Whelan, Vice Mayor Shimoni, Mayor Evans, and Councilmember Odegaard

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 five Commissioners: By appointing members at this time, the Housing Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Housing Commission Authority
Applications Breakdown

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, *BOARDS AND COMMISSIONS*, BY ADDING A NEW CHAPTER 2-25, CREATING A HOUSING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Council has an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and home-owners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, affordable/workforce housing is integral to the community regional quality of life and sustainability; and

WHEREAS, the creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

ENACTMENTS:

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

SECTION 1. In General.

Flagstaff City Code, Title 2, *Boards and Commissions*, is hereby amended by adding a new chapter to read as follows:

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy

more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (6 members)
    a. Builders (required)
    b. Developers (required)
    c. Architects
    d. Land Use Experts
    e. Realtors (required)
    f. Lenders (required)
    g. Residential Multi-Family/Property Management Representative (required)
    h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
    a. Housing Nonprofits
    b. Low Income Representatives
    c. Flagstaff Housing Authority Board of Commissioners member (required)
    d. Other Low Income Housing Expert

3. Community Representatives (3 members)
    a. General Public
    b. Private Business Representatives
    c. Workforce Representatives
    d. Neighborhood Associations
    e. HOA Representatives

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

2-25-001-0003 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint four members for three year (3) terms, four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the

Committee, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation.

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
3. Make recommendations regarding the prioritization of the community's housing needs.
4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.
5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
6. Explore alternative models of housing and make recommendations to Council.
7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. 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 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. 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 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Housing Commission Applicants

Applicants by Professional Category	
Building and Real Estate Professionals (2 Seats Available)	**Community Representatives (2 Seats Available)**
Eric Davis - Realtor	Tyler Denham
Melinda DeBoer-Ayrey - Realtor	Yiqun Lin
Sandi Flores - Other/Landlord	Adrah N. Parafiniuk
Chris Kemmerly - Developer	Joanna Wheaton
	Jayden Wheeler

Categories within Building and Real Estate Professionals (Required: Builder, Developer, Realtor, Lender, and Residential Multi-Family/Property Management Representative)		
Realtors (Need One)	**Developer**	**Other**
Eric Davis - Realtor	Chris Kemmerly - Developer	Sandi Flores - Other/Landlord
Melinda DeBoer-Ayrey - Realtor		

As of August 29, 2019

5. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration of Appointment: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2022.
Make two appointments to terms expiring October 2023.

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

There are currently three seats available due to one resignation and two term expirations.

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

- Holly Buban (new applicant)
- John Dailey (new applicant)
- David McCain (current commissioner)
- Andrea Thomas (new applicant)
- Kevin White (current commissioner)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy, Councilmember Odegaard, and Councilmember Aslan

Financial Impact:

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

Policy Impact:

Not applicable.

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 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 three members at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Sustainability Commission Authority

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Approval of Contract: Slash Management contract for the Schultz Pass and Dry Lake Hills area with Markit! Forestry.

STAFF RECOMMENDED ACTION:

1. Approve the contract with Markit! Forestry in the amount of $463,060.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This contract will fund multiple forest restoration projects included in Midway Challenge Cost Share Grant Agreement 19-CS-11030408-025. All City funds used for this contract will be reimbursed by the USFS.

1. Slash piles located along Shultz Pass Rd and Mt Elden Lookout Rd that were created by the FWPP Helicopter and Steep Slope operations will be relocated to a single staging area in order to improve future management options.
2. A landing area created for FWPP operations on Shultz Pass Rd will be closed out and rehabilitated.
3. Two temporary roads created for FWPP operations will be closed out and rehabilitated. A trail intersecting one of these roads will also be rehabilitated.
4. USFS road blading and/or culvert repairs will be funded as agreed upon by CIty and USFS staff.

Financial Impact:

The Midway Challenge Cost Share Grant 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 Challenge Cost Share Grant Agreement.

This agreement and the reimbursement is budgeted in FY 2020-21 budget as part of the Fire grant section.

Policy Impact:

Implementation of this contract will:

1. Support the goals of the Greater Flagstaff Community Wildfire Protection Plan adopted by Council in 2005
2. Support the efforts of the Flagstaff Watershed Protection project approved by voters in 2012
3. Promotes the State's Forest Action Plan
4. 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 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 reducing catastrophic wildfire risks to the City of Flagstaff

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 Grant Agreement 19-CS-11030408-025 on October 15, 2019. All tasks within this contract are included in the Midway agreement Statement of Work.

Options and Alternatives:

Option 1: Approve the contract, permitting work to proceed as planned.
Option 2: Reject the contract, resulting in delays that may increase project costs moving forward and may jeopardize the project being funded by the grant.

Background/History:

The Midway Challenge Cost Share Agreement is an integral part of the collaborative forest restoration effort in the Schultz Pass and Dry Lake Hills area of the FWPP footprint. This agreement also supports the Museum Fire recovery effort.

This contract will implement approved Statements of Work within the Midway Challenge Cost Share Agreement.

Purchasing staff conducted a formal procurements process and solicited bids from contractors in this field. An Invitation for Bids was posted on PlanetBids September 9th, 2020 to October 1st, 2020 and published in the Arizona Daily Sun September 13 & September 20, 2020. Only one bidder placed a quote, Markit! Forestry.

Key Considerations:

This contract will implement tasks in the Midway Challenge Cost Share Grant Agreement approved by Council in October 2019.

City procurement process was utilized to solicit, evaluate, and award the project. 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:

The contract will provide the Flagstaff community with improved forest conditions. Two temporary roads, a log deck landing area and a public trail will be rehabilitated. The relocation of many dispersed slash piles to one centralized, easily accessible area will improve the likelihood of a private contractor removing the slash and hauling it to biomass markets in Phoenix or Snowflake. If no market access is available, burning the slash piles in the new location will reduce smoke impacts to City of Flagstaff residents.

Community Involvement:

Public participation was not part of this contracting process.

Attachments: Contract 2021-15
Grant Provisions
Project Map

CONTRACT FOR SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2021-15

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 Markit! Forestry Management, LLC, ("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:

SLASH MANAGEMENT

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 **four hundred sixty-three thousand sixty dollars ($463,060.00)** 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:
Bryan Zebrowski
Regional Operations Manager
Markit! Forestry Management LLC
3370 Chuckwagon Road
Colorado Springs, CO 80919
bryanzebrowski@markitforestry.com

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

Bids:

- Slash Management estimates should include separate bids for each cut unit
    - Cut unit (INCLUDES NUMBER) estimate should combine both slash removal and landing close out costs
- Include separate estimates for:
    - Shultz Pass Staging Area site prep
    - Shultz Pass Landing Close Out
    - AZ Trail/Road Decommission
    - Cost per-blade for Shultz Pass Rd from the lower gate to the staging area
    - Culvert work if needed for nontraditional transport vehicle use on Shultz Pass Rd

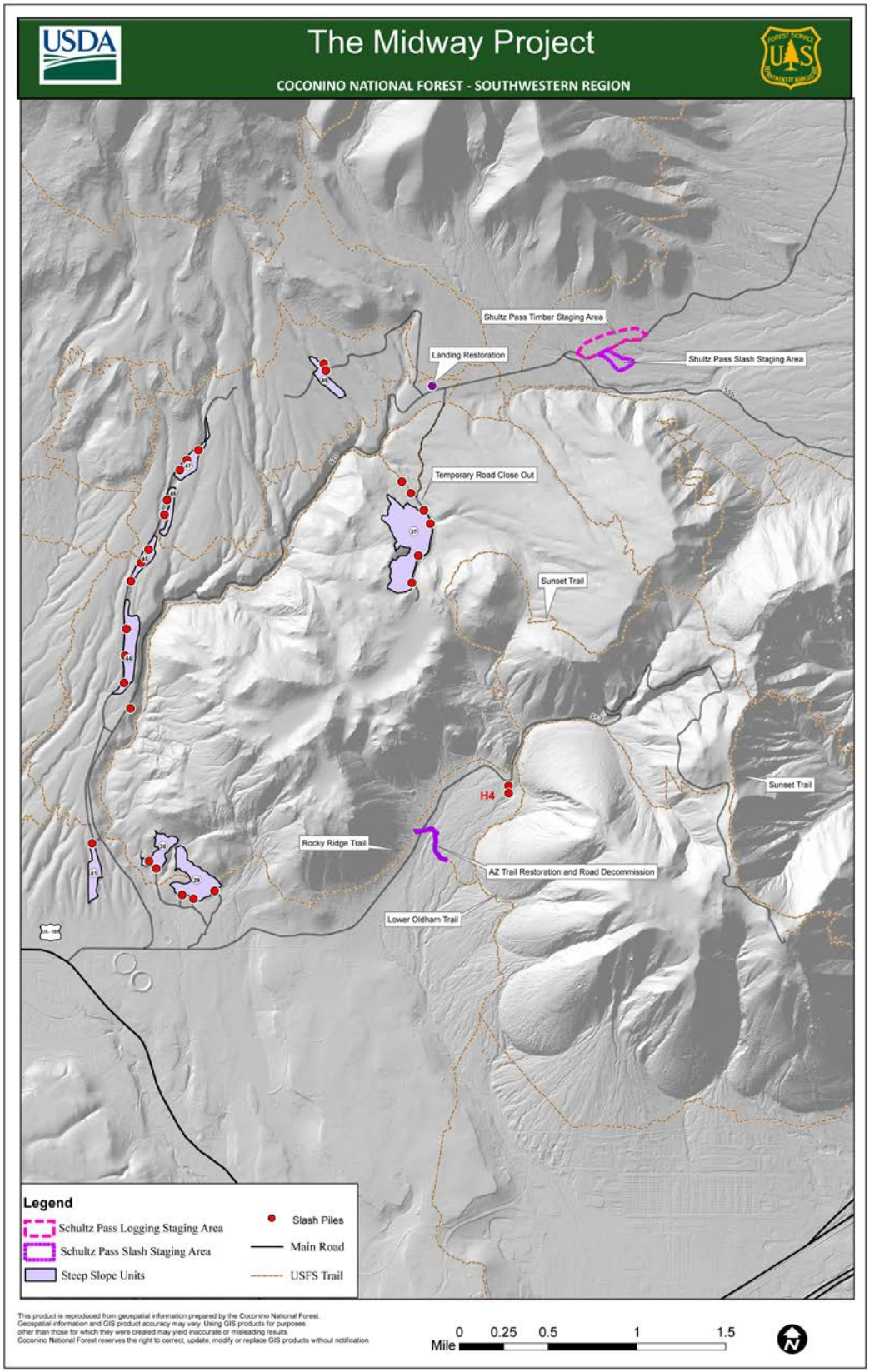
Slash Management:

- Slash shall be moved from the following (CUT UNITS) locations, in order of priority, to the Staging Area as agreed upon with a City of Flagstaff representative - H4, Unit 49, 47, 46, 45, 44, 41, 37, 30, 29.
- Slash must be piled in a manner that does not prohibit the work of any other activities and is in an organized manner.
- Slash shall be completely suspended from the ground when transported from the landing to staging area.
- Piles shall not exceed 30.0 feet in height unless otherwise agreed upon in writing with a City of Flagstaff representative.
- Piles shall not be stacked against the bole of residual trees, against rock outcrops or existing downed logs.
- Loading and offloading procedures shall not contribute to any excessive traffic congestion or stoppages.

All driving, loading, processing, and unloading practices should be in a manner that causes 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.

Map (following page)**:**


The Midway Project
COCONINO NATIONAL FOREST - SOUTHWESTERN REGION
Shultz Pass Timber Staging Area
Shultz Pass Slash Staging Area
Landing Restoration
Temporary Road Close Out
Sunset Trail
Sunset Trail
H4
Rocky Ridge Trail
AZ Trail Restoration and Road Decommission
Lower Oldham Trail
Legend
Schultz Pass Logging Staging Area
Schultz Pass Slash Staging Area
Steep Slope Units
Slash Piles
Main Road
USFS Trail
This product is reproduced from geospatial information prepared by the Coconino National Forest.
Geospatial information and GIS product accuracy may vary. Using GIS products for purposes
other than those for which they were created may yield inaccurate or misleading results.
Coconino National Forest reserves the right to correct, update, modify or replace GIS products without notification.
Mile 0 0.25 0.5 1 1.5

Contractor must comply with the Industrial Fire Plan Guidelines below

SOUTHWEST INTERAGENCY FIRE RESTRICTION AND CLOSURE
MASTER OPERATING PLAN
INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

PURPOSE

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of high fire danger and/or burning conditions. The intent of these guidelines is to provide authorized users with the information they need to ensure their operations conform to the Industrial Fire Precaution Plan in the likely event that fire restrictions are implemented during critical fire season. For the purpose of these guidelines, authorized users include any permit holder, leasee, contractor, subcontractor and other user, engaged in permitted operations on National Forest Lands.

When operating on National Forest Lands, it is incumbent on the permitted user to know the current Industrial Fire Precaution Plan and to take the appropriate actions to meet the mitigation measures in these guidelines. In addition, it is also incumbent on the authorized user to inform any and all of their subordinates (contractors, subcontrators, etc…) of these precautions and to ensure that all requirements are being met.

GENERAL FIRE PRECAUTIONARY MEASURES

COMMUNICATIONS

Authorized users shall ensure a serviceable telephone, radio-telephone or radio communication system is available to provide prompt and reliable communications between the authorized user's operations and the Forest Service in the the event of a wildland fire ignition.

FIRE TOOLS

Authorized users shall furnish and maintain, in good working order, fires tools to be used only for suppressing wildland fires. Each operation shall be provided with one firefighting tool per person to equip all personnel engaged in authorized user's operations. Approved firefighting tools may include the following: pulaski; McLeod tool; long handled shovel.

FIRE TOOLS ON EQUIPMENT

Passenger carrying vehicles, including light pickup trucks and all terrain vehicles, shall be equipped with one (1) long-handled round pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 1/2 pounds capacity. Each internal combustion fuel carrying piece of equipment (dumptruck, dozer, excavator, backhoe, etc…) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher.

Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

SPARK ARRESTERS AND MUFFLERS

Authorized user will ensure that each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

POWERED HANDTOOLS

During periods of use, each powered handtool operator shall have readily available for use, one long-handled round-pointed shovel and one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Fueling or refueling of a powered handtool shall be done in an area which has been completely cleared of material which will carry fire.

Powered handtools shall be moved at least 10 feet from the place of fueling or refueling before starting.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by the permit adminstrator. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

BURNING OF REFUSE

No slash or other debris, such as that resulting from clearing on right-of-way, shall be burned without the written consent of the Forest Service.

BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and at least five gallons of water for fire fighting purposes shall be available at all times. A fire guard must remain on the blasting site for a minimum of one hour after blasting operations have concluded.

WELDING

An area of sufficient size but not less than a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A fire guard must remain on the welding site for a minimum of one hour after welding operations have concluded.

SPECIFIC FIRE PRECAUTIONARY MEASURES

EMERGENCY FIRE PRECAUTION SCHEDULE

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
"STAGED" RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
PARTIAL/FOREST CLOSURE **	D
RED FLAG WARNING (Issued by National Weather Service)	D

**** Partial Forest Closure:**

Project areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan **"C"** operating criteria as agreed upon between the Permit Administrator and Purchaser in writing.

Project areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "**D".**

Staged restriction levels are determined by the appropriate Forest Line Officer in consultation with the Forest Fire Management Officer and Permit Administrator. The appropriate Forest Line Officer may adjust the predicted Industrial Fire Precaution Plan for local weather conditions within a Project Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to

in writing.

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Authorized user will restrict operations in accordance with the attached Emergency Fire Precaution Schedule:

A - Normal Fire Precautions - No fire guard required except for welding and blasting operations.

B - Normal Fire Precautions – Authorized user will provide fire guard.

C - All power equipment use as well as blasting and welding operations will shut down from 9:00 am until 8:00 pm Mountain Standard Time (10:00 am to 9:00 pm MDT). Operations on mineral soil involving activities such as road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue. Authorized user will provide fire guard.

D - Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Blasting and welding are prohibited. Authorized user will provide fire guard.

FIRE GUARDS

To prevent, detect, and suppress wildland fire, authorized users shall provide a fire guard at each operating area where power-driven equipment and tools have been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the work stops for the day, when the Fire Precaution Plan is Plan **"B", "C", or "D".**

A fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service and provided the fire guard patrols all areas where authorized user's activities occurred.

Each fire guard shall be vigilant, able and prepared to actions to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire that starts on project area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box with a complement of fire tools maintained in serviceable condition. Approved firefighting tools may include the following: Pulaski; McLeod: long handles round pointed shovel. The fire guard will also carry at least 25 gallons of water for firefighting purposes.

RED FLAG EVENTS

A "Red Flag Event" by definition, is a combination of environmental factors that can lead to extreme wildland fire behavior. The criteria for a Red Flag Event include a combination of sustained high winds, low relative humidity, and dry fuels. The thresholds for Red Flag Events are established by the local National Weather Service office. Red Flag Events are categorized in the following order:

- FIRE WEATHER WATCH is issued to alert the possibility of the development of conditions that would lead to a Red Flag Alert.
- RED FLAG WARNING is issued to warn of a predicted, impending or ongoing event that will meet the criteria of a Red Flag Alert within the next 24 hour period. This warning will generally precede a full alert.
- RED FLAG ALERT is the most critical stage and implemented when conditions are

extreme

When a Red Flag Alert is issued by the National Weather Service, all authorized user operations will adhere to Industrial Fire Precaution Plan "**D**" and will shut down operations until the Red Flag Alert is rescinded.

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. 2021-15
   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.

EXHIBIT D

Grant Provisions number 19-CS-11030408-025 (attached)

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]

The Midway Project

COCONINO NATIONAL FOREST - SOUTHWESTERN REGION

Shultz Pass Timber Staging Area

Shultz Pass Slash Staging Area

Landing Restoration

Temporary Road Close Out

Sunset Trail

Rocky Ridge Trail

AZ Trail Restoration and Road Decommission

Lower Oldham Trail

H4

49

47

46

45

44

41

37

30

29

420

556

557

US- 180

Legend

- Schultz Pass Logging Staging Area
- Schultz Pass Slash Staging Area
- Steep Slope Units
- Slash Piles
- Main Road
- USFS Trail

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6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matthew Morales, Project Manager
Co-Submitter:	Andy Bertelsen
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Approval of a Consulting Contract: Landfill Road Environmental Assessment with EnviroSystems Management, Inc.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchasing Contract with EnviroSystems Management, Inc. to provide professional consulting services for an amount of $73,246.00.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Landfill Road (Road), also known as Forest Road 6010, is under the jurisdiction of the Coconino National Forest, Flagstaff Ranger District (Forest Service) and has been the primary access route to Cinder Lake Landfill (Landfill) since 1965. Recent structural evaluations of the Road conclude that the existing pavement is failing and in irreparable condition. Subsequent to the road evaluations, staff approached the Forest Service with a proposal to realign and rebuild the Road. However, in order for the Forest Service to proceed with the formal review process, they would need to initiate an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines. Given the need for the completion of an Environmental Assessment (EA), Landfill staff proposes to select EnviroSystems Management, Inc. (EnviroSystems) to prepare the EA for the Forest Service. A State of Arizona contract (ADSPO18-207054) with cooperative purchasing language was procured with EnviroSystems through the Arizona State Procurement Office Cooperative Purchase Program under a Request for Proposals (RFP ADSPO18-00007994).

Financial Impact:

The reconstruction of Landfill Road was an approved budget item in Fiscal Year (FY) 2020 through 2021. This portion of the project will be charged to Solid Waste Fund in account 211-06-165-0631-0-4433 (Improvements to Land).

Policy Impact:

EnviroSystems will provide the necessary EA through the NEPA process. Subsequently, NEPA approval would permit the Forest Service to convey an easement to the City of Flagstaff for the re-alignment of the Road along with utility easements (electrical, telecommunications, and water distribution). Under this condition, the City would own and maintain the pavement; the Forest Service would continue to have claim and jurisdiction of the land.

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

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure Objectives: Deliver outstanding services to residents through a healthy, well maintained infrastructure system; Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.

Regional Plan

E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

T.8 Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Has There Been Previous Council Decision on This:

On September 6, 2016 City Council approved a contract with Plateau Engineering, Inc. to proceed with the Design Concept Report for Landfill Road (Item 10.C). The Design Concept Report provided the structural evaluation(s), design considerations, and cost estimates.

On December 12, 2019 City Council approved a Category 5 Master Cost Recovery Agreement between the Forest Service and the City of Flagstaff (Item 9.A.). The agreement provided the mechanism for the Forest Service to review this project, and other projects, for consideration.

Options and Alternatives:

1. Approve the contract with EnviroSystems to provide professional consulting services and prepare the EA for the Forest Service.
2. Do not approve the contract with EnviroSystems and advertise a formal request for statement of professional qualifications to prepare the EA.

Background/History:

The Landfill has been utilizing the Road since 1965 under a Special Use Permit issued by the Forest Service. Records indicate that an overlay was constructed in 1987. In 2016 staff contracted Plateau Engineering Inc. to prepare a Design Concept Report. The engineering team concluded that considerable warping existed throughout the road. In addition, the top coat has experienced irreparable damage and is leading to increased potholes. From a design perspective, the curve superelevations are excessive and need to be both decreased and realigned. The re-alignment and rebuild also warrants considering the installation of new utilities (three-phase electric, telecommunications, and water).

In 2017 the Landfill submitted the Design Concept Report to the Forest Service. This prompted the Forest Service to propose a Master Cost Recovery Agreement between the City and the Forest Service. The Master Cost Agreement was approved by City Council and the Forest Service in December 2019.

Subsequently, Landfill staff was cleared to proceed with the EA. Due to the timeliness of necessary repairs to the pavement, staff elected to pursue the project with EnviroSystems based on the Arizona State Procurement Office Cooperative Purchasing Program (See Attached Exhibit B - State Procurement Cooperative Purchasing Contract ADSPO18-207054). EnviroSystems has worked on previous related projects with the City of Flagstaff including the recent Sheep Crossing FUTS Trail.

Procurement on this project was accomplished by utilizing a cooperative purchasing contract through the State of Arizona Procurement Office's contract between the Arizona State Land Department and EnviroSystems.

Key Considerations:

The proposal to reconstruct Landfill Road triggers the Forest Service to consider all potentially affected resources according to NEPA guidelines and the need for an EA. Therefore, the scope of work requires EnviroSystems to prepare an EA with the following elements:

- Summarize and present the proposed project
- Identify the purpose and need of the project
- Provide the necessary public input
- Present the alternatives considered
- Identify the affected environment
- Address the impacts to resources
- Propose any necessary mitigation measures prior to commencing construction of Landfill Road

The EnviroSystems proposal (Attachment Exhibit A - EnviroSystems Proposal & Fee and Pricing Sheet) addresses the scope and their fees are commensurate with staff's anticipated budget for the project.

Expanded Financial Considerations:

Council approval for this contract will allow staff to eventually improve the Road (and utilities). This will allow the Landfill to provide safe and affordable means for solid waste disposal at Cinder Lake Landfill. Additionally, the improvements will allow the Landfill to prepare for future expansion of the landfill; thereby amortizing development costs over a longer period of time.

Community Benefits and Considerations:

The project will ensure that the landfill can provide the infrastructure necessary to maintain compliance with environmental rules. Consequently, the citizens of Coconino County and the City of Flagstaff will be able to continue to expect safe and affordable options for solid waste disposal and recycling.

Community Involvement:

Inform, Consult, Involve, Collaborate, and Empower:
As a part of the NEPA process, two public meetings will be led by EnviroSystems staff. During the meetings, comments will be solicited. Agency staff and EnviroSystems personnel will be available to answer any questions.

Expanded Options and Alternatives:

N/A

Attachments:

Cooperative Contract
Exhibit A - EnviroSystems Proposal and Fee
Exhibit A - EnviroSystems-Pricing Sheet
Exhibit B - State Procurement Coop
EnviroSystems Task Order

Presentation

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-46

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and EnviroSystems Management INC., an Arizona for profit Corporation ("Contractor").

RECITALS:

A. EnviroSystems holds a Local Government Purchasing Cooperative Contract ADSPO18-207054 with the State of Arizona Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Environmental Assessment for Landfill Road.

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed **seventy-three thousand two hundred forty-six dollars ($73,246.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Quote.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
EnviroSystems Quote (attached)

EXHIBIT B
AGENCY CONTRACT

STATE OF ARIZONA CONTRACT - ADSPO18-207054 (attached)

October 12, 2020

Request for Proposal
Landfill Road-
Environmental
Assessment (FR 6010)

Revised Technical & Cost Proposal

For:

City of Flagstaff

Submitted by:

ENVIROSYSTEMS

23 E Fine Ave, Flagstaff, Arizona
928-226-0236 | www.esmaz.com

ENVIROSYSTEMS
COMPLIANCE • CULTURAL • BIOLOGICAL • GEOSPATIAL

23 East Fine Avenue
Flagstaff, Arizona 86001
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Ph: 928.226.0236
800.370.6060
Fax: 928.226.0237

October 12, 2020

Mr. Matthew Morales
Project Manager, City of Flagstaff Cinder Lake Landfill
211 W Aspen Ave
Flagstaff, AZ 86001
928-213-2123
via email: mmorales@flagstaffaz.gov

Re: Coordination of an Environmental Assessment for Cinder Lake Landfill Road (Forest Road 6010)

Dear Mr. Morales:

EnviroSystems Management, Inc. (EnviroSystems) appreciates the opportunity to provide a response to the City of Flagstaff's request for proposal (RFP). This proposal is being delivered to the City of Flagstaff under the Arizona State Procurement Office. The scope of work for this project involves completion of an Environmental Assessment (EA) for improvements to Landfill Road (Forest Road 6010). The proposed improvements would include road prism widening and installation of additional utilities to the Cinder Lake Landfill, and would occur across approximately 30 acres encompassing Landfill Road on the Flagstaff Ranger District of the Coconino National Forest (COF). As a third party contractor, EnviroSystems acknowledges that our client is the City of Flagstaff and all work will be performed under direct supervision and control of the COF.

EnviroSystems has more than 20 years of experience conducting National Environmental Policy Act (NEPA) studies throughout the Southwest. Our proposed key personnel have managed various environmental studies for the Forest Service in Arizona, which just in the last two years include a Categorical Exclusion (CatEx) for the City of Flagstaff's Sheep Crossing FUTS Trail; an EA for development of a campground and right-of-way expansion on Red Rock Ranger District; a CatEx and Biological Assessments for CenturyLink utility expansions through Oak Creek Canyon; archaeological and biological surveying and monitoring for APS on Forest lands; among other projects. EnviroSystems is well-connected with the Coconino National Forest and utility companies in the Flagstaff area, which ensures our NEPA projects are executed quickly, efficiently, and within budget.

As a Flagstaff-based small business, EnviroSystems appreciates the City of Flagstaff's effort to utilize local firms for this project. Please feel free to reach out to us at rreyna@esmaz.com or 928-226-0236. Thank you for your time and consideration.

Respectfully submitted,

Rafael Reyna, Project Manager

Introduction

EnviroSystems Management, Inc. (EnviroSystems) is a small, woman-owned environmental consulting firm located in Flagstaff, Arizona. Since 1999, EnviroSystems has provided consulting services in NEPA compliance, environmental permitting, natural and cultural resources management, and public relations throughout Arizona, Utah, New Mexico, Colorado, Nevada and other locales of the Intermountain West. EnviroSystems' primary business is to assist our clients with environmental issues associated with federal, state, tribal, county, and municipal regulations. We are committed to achieving these goals in the most cost-effective and time-efficient manner possible, while maintaining the highest of industry standards.

In addition to our natural resource specialists, EnviroSystems has a full-service public relations division that specializes in developing and implementing effective public participation plans. EnviroSystems Management Public Relations (ESMpr) provides comprehensive community relations and public involvement services to government agencies seeking to inform the community and gather public input. ESMpr is a leading provider of public involvement services in the Southwest. Specifically, for agency consultation for NEPA projects, ESMpr works actively with lead agencies to identify affected entities and parties to be contacted during scoping. ESMpr coordinates and manages scoping with agency oversight, including newsletters, press releases, newspaper notices, public website development, comment forms, and newsletters. In addition, the ESMpr team produces presentation materials, maps, tables, and visualizations for use during public outreach efforts. EnviroSystems is prepared to provide a solution for the tasks outlined in the request for proposal (RFP), which include:

- *Task 1. Project Initiation, Management, & Coordination*
- *Task 2. Public Scoping & Review, Analysis of Public Input*
- *Task 3. Draft & Final Environmental Assessment, Finding of No Significant Impact, & Project Record*

- EnviroSystems is a reliable and responsive firm that has been providing clients with the requested services for more than 20 years.
- Our professional interdisciplinary team is experienced with the Coconino National Forest's environmental compliance processes. We have worked extensively with all the forests in Arizona and numerous forests in other Southwest states.
- EnviroSystems has reviewed all existing reports for this project (engineering/design, archaeological, and biological) and has incorporated our understanding of these materials into the scope of work.
- We are highly experienced with employing Council on Environmental Quality (40 CFR parts 1500-1508) and Forest Service regulations (36 CFR 220); and the Forest Service's regulations for implementing NEPA, as described in the Forest Service Manual, Chapter 1950 – Environmental Policy and Procedures and Forest Service Handbook 1909.15 – National Environmental Policy Act Handbook.
- Our experience with environmental laws and regulations include:
  - *National Environmental Policy Act;*
  - *Clean Water Act;*
  - *Clean Air Act;*
  - *Safe Drinking Water Act;*
  - *Fed. Water Pollution Control Act;*
  - *Endangered Species Act;*
  - *National Historic Preservation Act;*
  - *Archeological and Historic Preservation Act;*
  - *Many municipal, state, and federal applicable laws and regulations.*

Technical Approach

Task 1. Project Initiation, Management, and Coordination

EnviroSystems will coordinate kick-off meetings with the City of Flagstaff (the City) and the Coconino National Forest (COF) to review the proposed project and become familiar with the project area. In addition, points of contact will be established, and the project timeline will be revised based on the actual Notice to Proceed. Following the kick-off meeting and all subsequent meetings, EnviroSystems will provide meeting notes within four business days, which will document agreed upon action items and requests for additional data. Once the NEPA process has started (when the scoping letter is sent out), EnviroSystems' contact with the City of Flagstaff will be limited to matters of budget, task completion, or scheduling. Ongoing project administration, management, internal/external communication, and development of a Work Plan within 30 days of contract award are included in Task 1.

Before each project meeting, EnviroSystems will provide the COF with a meeting agenda and monthly management report. EnviroSystems will also make contact with COF's technical representatives to establish a working dialogue on the project and review proposed timelines for deliverables. Regular communication with the City and COF will provide EnviroSystems opportunities to give project updates on the NEPA process, task progress, scheduled deliverables, and to schedule additional meetings as needed.

Additionally, utilities included in the proposed action are electric, telecommunications, and water infrastructure. In cooperation with the City, EnviroSystems will host up to two meetings with each company as needed (Arizona Public Service, CenturyLink, and Doney Park Water) to gather details on the proposed design for utilities to the landfill in coordination and collaboration with the City and COF. The design plans for each utility will be included in the proposed action of the City's EA.

Task 2. Public Scoping & Review, Analysis of Public Input

Prior to initiating public involvement, EnviroSystems will develop a Public Involvement Strategy in coordination with the City and COF's Project Leads within 14 days of issuance of the contract. EnviroSystems will assist with preparation and facilitation of up to two open house meetings in Flagstaff. The meetings will be conducted in accordance with industry and COF standards. To meet the scoping requirements of the project, this portion of the scope of work will include meeting planning/hosting and all materials for the public meetings (e.g., posters, note-taking, handouts, presenter/facilitator).

The public meetings, which will be led by Project Manager, Rafael Reyna, may include large displays with maps, photos, and issue information, a handout with similar information, sign-in sheet and meeting

minutes, depending on the City's needs. Meeting Facilitator, Alysse Lerager will be in attendance to assist with setup logistics, sign-in sheets and comments. During the meetings, comments will be solicited. Agency staff and EnviroSystems' key personnel will be on hand to answer any questions. Included in this task are email and letter mailings, advertisement of the EA's notice of availability in the newspaper of record, and up to one site visit. Note: Due to in-person meeting constraints posed by the Covid-19 pandemic, EnviroSystems is open to digital meeting formats (such as Zoom meetings) to encourage safe public participation. Digital materials for Zoom meetings will be similar to those planned for the open house meetings.

Task 3. Draft & Final Environmental Assessment, Finding of No Significant Impact, and Project Record

EnviroSystems' staff will contact COF's interdisciplinary team (ID team) to establish an open dialogue regarding each resource impact topic in the context of this project. A preliminary list of resource issues to be addressed in the EA will be developed early in the NEPA process. Previous reporting and engineering designs (i.e., Roadway Improvement Plans [Plateau Engineering 2018], Class I Records Search and Class II Cultural Resource Inventory [Westland 2018], Sunset Crater Beardtongue survey [Westland 2018], etc.) will be reviewed with COF's ID Team. Furthermore, EnviroSystems will coordinate with the COF on any additional reporting needs for inclusion in the EA (i.e., National Historic Preservation Act compliance, Biological Evaluation and Assessment). A Draft EA will be prepared that summarizes and presents the proposed project, purpose and need, public input, alternatives considered, affected environment, impacts to resources, and mitigation measures. The draft will be submitted for review and comment to the COF. Following closure of the 30-day public comment period, comments will be incorporated into the Final Draft EA as directed by the COF; and the Decision Notice/Finding of No Significant Impact (DN/FONSI) and the Final EA will be produced. A supportable conclusion regarding significance will be presented in a DN/FONSI document that will summarize the proposed action, anticipated impacts, and project mitigation measures. The DN/FONSI will be prepared in a format consistent with COF guidelines. EnviroSystems will also maintain the project record for submittal to the COF upon completion of the Final EA. The project record will contain public comments, pertinent correspondence, project-related data, and resources reports. The project record will be indexed by topic and submitted to the COF during the three periods specified in this RFP. EnviroSystems will ensure that all documents included in the project record are 508 compliant. GIS maps, a Monitoring Plan, and Pre-Decisional Objections worksheets are included as deliverables in Task 3.

Estimated Schedule

Within the performance period detailed below, EnviroSystems will produce the following deliverables. Please note that this schedule is an estimate only and is subject to change based on the internal timelines and priorities of the Coconino National Forest and City of Flagstaff.

Task	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21
Kick Off Meeting	■									
Work Plan & Timeline	■									
Monthly Management Reports	■	■	■	■	■	■	■	■	■	
Meetings with Utility Companies		■	■							
Meetings with City of Flagstaff	■	■	■	■	■	■	■	■	■	
Meetings with COF	■	■	■	■	■	■	■	■	■	
Public Involvement Strategy	■									
Public Scoping Meeting Materials		■	■							
Public Outreach / Open House Meetings			■			■				
Draft Preliminary EA				■	■					
Monitoring Plan					■					
Draft Final EA						■	■			
Final EA								■	■	
Draft Decision Document									■	
Pre-Decisional Objections									■	
Final Decision Document										■
Project Record	■	■	■	■	■	■	■	■	■	■

Past Performance / Experience

Principal-In-Charge, Stephanie Treptow and Project Manager, Rafael Reyna, have a combined 45 years of experience working on a wide variety of NEPA compliance projects. The projects below provide a summary of recently completed or ongoing NEPA projects.

Project Name:	Sheep Crossing FUTS Trail NEPA Compliance
Client:	City of Flagstaff
Contact / Phone:	David Pederson, Project Manager Capital Improvements, 928-607-2515, dpedersen@flagstaffaz.gov
In coordination with the City of Flagstaff, EnviroSystems completed NEPA compliance for a new recreational trail as a part of the Flagstaff Urban Trail System. In collaboration with the City and the Coconino National Forest, Mr. Reyna met with an interdisciplinary team to determine resource issues and the level of public involvement required. Along with providing advice on how to address public concerns and project design, he wrote a scoping letter, news release, and Decision Memorandum for publication.	

Project Name:	Boynton Pass Road and Forest Road 152E Expansion and Campground Development Project
Client:	AC Sedona LLC; Coconino National Forest
Contact / Phone:	Bernie Corea, Acquisitions Manager, (805) 284-5334, bernie@autocamp.com
EnviroSystems is currently completing an Environmental Assessment for expansion of Boynton Pass Road and Forest Road 152E and development of a private campground inholding on the Red Rock District. A Phase I Environmental Site Assessment, Class III Cultural Resources Inventory, and Biological Assessment was completed on the Forest and private lands. EnviroSystems' NEPA Specialist managed public scoping efforts in coordination with Forest leadership, which included developing a public scoping letter, mailing list, and leading public scoping meetings. EnviroSystems is currently developing an EA analyzing public concerns and impacts to resources, in close coordination with Forest leadership and interdisciplinary teams.	

Project Name:	Oak Creek Canyon Fiber Reinforcement Project
Client:	CenturyLink; Coconino National Forest
Contact / Phone:	Armen McNerlin, Project Manager/Network Engineer, 928-821-4609, armen.mcnerlin@centurylink.com
EnviroSystems is currently completing NEPA compliance for reinforcement of approximately 6 miles of fiber optic cable from Slide Rock State Park to downtown Sedona. In collaboration with Forest leadership and CenturyLink engineers, EnviroSystems NEPA Specialist completed a Standard Form 299 application for modification of an existing special use permit. EnviroSystems is currently working with the Forest in determining the level of NEPA compliance rquired and developing a Biological Assessment for information consultation with USFWS concerning the presence of five federally-listed species potentially occurring in the project corridor.	

Project Name:	Cable One Show Low-to-Payson and Payson-to-Phoenix Fiber Optic Line Projects, Arizona
Client:	Cable One (Sparklight); Tonto and Apache-Sitgreaves National Forests
Contact / Phone:	Richard Rohm, Director of Engineering, (606) 750-1876, Richard.Rohm@cableone.biz
For these two fiber optic line projects, portions of which are still in-progress, EnviroSystems completed biological and archaeological surveys and reports in support of NEPA compliance for two National Forests, three Tribal entities, and two municipalities. The projects spanned over 150 miles of fiber optic cable from Show Low to Payson and Payson to Phoenix providing service to several rural locations in Arizona. Deliverables included project management, coordination and permitting; biological field surveys and assessments for USFWS Section 7 consultation; archaeological field surveys, reports and construction monitoring; public involvement and NEPA compliance documentation.	

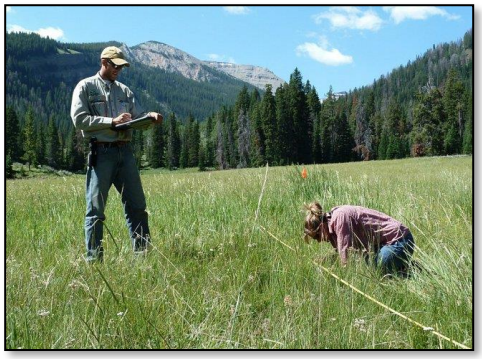
Key Personnel

The following key personnel, who are experienced with NEPA compliance projects, will facilitate the compliance process. Depending on data and resource reports provided by the COF, EnviroSystems' specialists listed as key personnel in this section may not be required.

Stephanie Treptow – Principal-in-Charge / Program Manager

B.S. Environmental Science and Biology, Northern Arizona University, Flagstaff, Arizona

Ms. Treptow has more than 35 years of professional experience, 14 years as Executive Vice President for SWCA Environmental Consultants and 21 as President of EnviroSystems, in environmental regulatory compliance and resource management. Ms. Treptow served as Agency Liaison on numerous National Environmental Policy Act environmental impact statements and Environmental Assessments; Endangered Species Act Section 7 consultations and Section 10(a) Habitat Conservation Plans for the U.S. Fish and Wildlife Service; Clean Water Act Section 404 compliance as required by the U.S. Army Corps of Engineers; natural and cultural resource assessments; mitigation and resource management plans; and vegetation surveys and mapping. She is responsible for coordinating and managing a variety of large-scale, multi-disciplinary projects, both in the private and public sectors. She has also overseen several large resource inventories including vegetation sampling transects and stand health assessments for the White Mountain Stewardship Project Analysis Area; 10,000-acre rare plant and noxious weed inventory on the Prescott National Forest; an Environmental Impact Statement and Record of Decision for a land exchange between a private developer and three national forests in Arizona; and several long-term management projects on four National Forests in Arizona. Ms. Treptow has worked on highly controversial projects and developed professional working relationships with numerous federal, state, and tribal agencies in Arizona, Utah, New Mexico, Nevada, Colorado, and California.



Rafael Reyna – Project Manager / NEPA Coordinator / Technical Editor

M.S. Natural Resources, Colorado State University, Fort Collins, Colorado

Mr. Reyna is a Project Manager and NEPA Specialist with 12 years of land use planning, public relations, and land and water conservation experience. Mr. Reyna has managed or participated in projects throughout Arizona, California, Nevada, New Mexico, Wyoming, Utah, and Hawaii. Mr. Reyna helps clients and agencies navigate the regulatory compliance processes of NEPA, CWA, ESA, and other environmental laws and regulations. He has personally prepared numerous NEPA documents (EISs, EAs, and categorical exclusions), ESA Section 7 Biological Assessments (BAs), Monitoring and Mitigation Plans, Plans of Development, Plans of Operation, Jurisdictional Determinations (Preliminary and Approved), ESA Compliance Memos, and various other biological documents. Mr. Reyna has worked closely with the USFS, BLM, USBR, USACE, FEMA, NPS, USFWS, and BIA. He has also worked with various state, county, municipal, and private clients. His biological field experience includes large-scale botany and wildlife surveys/monitoring, pre-construction surveys, avian point-count surveys, and vegetation inventories.

Alysse Lerager – Meeting Facilitator

B.A., Public Relations and Environmental Science, Northern Arizona University, Flagstaff, Arizona

Ms. Lerager is a Public Involvement Specialist and an Environmental Scientist with more than five years of experience in the field. She has worked extensively with the National Environmental Policy Act (NEPA) public scoping process and has contributed to projects for the Bureau of Land Management, National Park Service, Bureau of Indian Affairs, and the United States Forest Service. Ms. Lerager served as Secondary Meeting Facilitator for the semiannual Glen Canyon Dam Adaptive Management Work Group (AMWG) meeting in Flagstaff, Arizona in August 2019. Ms. Lerager assisted with premeetings with USBR, setup for the AMWG meetings in Flagstaff, and collection of feedback from the AMWG stakeholders and attendees. She is familiar the Federal Advisory Committee Act and AMWG operating procedures, which included implementing motions under the Roberts Rules of Order. Ms. Lerager was recently the Meeting Facilitator for the City of Prescott Airport Master Plan Update and a Vegetation Inventory Study for Bureau of Indian Affairs. She was also the Project Manager and Meeting Facilitator for numerous infrastructure improvement projects with the City of Prescott for two years, where she produced meeting materials and public notifications, led public meetings, collected comments, and produced public involvement reports.

Christine Markussen – Geographic Information Systems Specialist

M.A. Anthropology, GIS and Geophysical Focus, University of Arkansas, Fayetteville, Arkansas

Ms. Markussen is EnviroSystems' Geographic Information Systems Program Manager. She has worked with Geographic Information Systems at EnviroSystems specializing in an archaeological format for the past 12 years. She is a Geospatial Specialist and Supervisory Archaeologist for EnviroSystems Management, Inc., overseeing all aspects of geospatial data collection, processing, and production using primarily ArcGIS, ArcMap, and AutoCAD. Her technical specialties include visual quality simulations, spatial analysis, geophysical prospection, and predictive modeling. She has worked with a number of software packages including ArcGIS, ArcPAD, Pathfinder Office, ForeSight DXM, Microsoft Word, Access, Excel, Adobe Illustrator/Photoshop, and SPSS. She is also skilled in the use of GPS units and related software (e.g., Trimble GeoExplorer III, GeoXM, GeoXT, Juno) and Total Station units and data collectors (e.g., Topcon, South S45896, and TDS data collector).

Dave Hart – Cultural Resources Division Director / EnviroSystems Management, Inc.

M.A. Anthropology, The Pennsylvania State University, State College, PA

Mr. Hart has 25 years of experience in cultural resources management. He directed, managed, or participated in more than 500 projects throughout Arizona, California, Illinois, Florida, Louisiana, Nevada, New Mexico, Texas, and Utah, as well as Cuba and Mexico. Projects range from cultural resources overviews, archaeological survey, eligibility and data testing, and data recovery (excavation). Mr. Hart has prepared technical reports for overviews, surveys, testing, and excavation, as well as Historic Properties Treatment Plans, Environmental Assessments, Integrated Cultural Resource Management Plans, Programmatic Agreements, as well as Memorandums of Agreement, and Memorandums of Understanding. Mr. Hart's Federal clients include the Department of Homeland Security (U.S. Customs and Border Protection and U.S. Border Patrol), the Department of Defense (U.S. Army and USACE [multiple districts], U.S. Navy [Naval Facilities Engineering Command Southeast and Southwest], U.S. Marines, U.S. Air Force and Air Force Civil Engineer Center), the Department of the Interior (National Park Service, Bureau of Land Management, Bureau of Reclamation, U.S. Fish and Wildlife Service), the Department of Agriculture (U.S. Forest Service).

Eric Herman—Senior Biologist

M.A. Environmental Planning, Arizona State University, Tempe, AZ

Mr. Herman is a seasoned and permitted (federal, state, tribal) Biologist with 16 years of experience. He has led a multitude of surveys throughout the southwest for yellow-billed cuckoo, southwestern willow flycatcher, Mexican spotted owl, burrowing owl, northern goshawk, desert tortoise, and numerous other species. Mr. Herman has also developed and implemented biological monitoring plans and prepared Biological Assessments and Evaluations in support of EISs, EAs, CEs, and other environmental documents. Mr. Herman has extensive experience trapping and handling small mammals, performing avian distance

surveys and point call surveys, conducting mammal and avian airport wildlife hazard assessment surveys, conducting threatened and endangered species surveys and habitat evaluations, overseeing large-scale rangeland vegetation inventories, performing vegetation/soil association analyses, climate change effects analyses, statistical analyses, and technical report writing.

Pricing

TASK	AMOUNT
Task 1. Project Initiation, Management, & Coordination	$ 12,040.00
Task 2. Public Scoping & Review, Analysis of Public Input	$ 7,612.00
Task 3. Draft & Final Environmental Assessment, Finding of No Significant Impact, & Project Record	$ 53,594.00
GRAND TOTAL	**$ 73,246.00**

PRICING					
Cinder Lake Landfill Environmental Assessment *City of Flagstaff*					
Schedule of Services	**Staff**	**#**	**Unit**	**Unit Price**	**Amount**
Task 1. Project Initiation, Management, & Coordination					
Task 1.1. Project Management					
Deliverables:	Project Manager	40	*Hours*	$ 115.00	$ 4,600.00
ID Team meetings (1 per month)	NEPA Coordinator	30	*Hours*	$ 105.00	$ 3,150.00
Develop meeting agendas, records, meeting minutes	Technical Editor	8	*Hours*	$ 85.00	$ 680.00
Monthly management reports					
TOTAL FOR TASK					*$ 8,430.00*
Task 1.2. Work Plan					
Deliverables:	Project Manager	*4*	*Hours*	$ 115.00	$ 460.00
Develop work plan and track tasks	NEPA Coordinator	*30*	*Hours*	$ 105.00	$ 3,150.00
TOTAL FOR TASK					*$ 3,610.00*
Task 2. Public Scoping & Review, Analysis of Public Input					
Task 2. Public Open House Meetings					
Deliverables:	Project Manager	*8*	*Hours*	$ 115.00	$ 920.00
Revise public involvement strategy	NEPA Coordinator	*8*	*Hours*	$ 105.00	$ 840.00
Two open house meetings	Meeting Facilitator	*8*	*Hours*	$ 85.00	$ 680.00
Development of meeting materials	Technical Editor	*24*	*Hours*	$ 85.00	$ 2,040.00
Public scoping letter for newspapers	GIS Analyst	*24*	*Hours*	$ 105.00	$ 2,520.00
	Printing	400	*Copies*	$ 0.28	$ 112.00
	Displays	6	*Prints*	$ 50.00	$ 300.00
	Newspaper Ads	*1*	*Ads*	$ 200.00	$ 200.00
TOTAL FOR TASK					*$ 7,612.00*
Task 3. Draft & Final Environmental Assessment, FONSI, and Project Record					
Task 3.1. Maps					
Deliverables:	Project Manager	*4*	*Hours*	$ 115.00	$ 460.00
Project area, alternative actions, cumulative actions, resources, etc.	GIS Analyst	*40*	*Hours*	$ 105.00	$ 4,200.00
TOTAL FOR TASK					*$ 4,660.00*
Task 3.2. Draft Environmental Assessment					
Deliverables:	Program Manager	*4*	*Hours*	$ 150.00	$ 600.00
Draft Environmental Assessment	Project Manager	48	*Hours*	$ 115.00	$ 5,520.00
	NEPA Coordinator	96	*Hours*	$ 105.00	$ 10,080.00
	Technical Editor	*12*	*Hours*	$ 85.00	$ 1,020.00
	GIS Analyst	*16*	*Hours*	$ 105.00	$ 1,680.00
TOTAL FOR TASK					*$ 18,900.00*

PRICING

Cinder Lake Landfill Environmental Assessment
City of Flagstaff

Schedule of Services	Staff	#	Unit	Unit Price	Amount
Task 3.3. 30-day Review of Draft EA					
Deliverables:	Program Manager	*6*	*Hours*	$ 150.00	$ 900.00
30-Day Public Review Comments	Project Manager	*28*	*Hours*	$ 115.00	$ 3,220.00
Provide preliminary EA for public	NEPA Coordinator	*40*	*Hours*	$ 105.00	$ 4,200.00
Consider Public Comments	Meeting Facilitator	*16*	*Hours*	$ 85.00	$ 1,360.00
Comment-response matrix	Technical Editor	*8*	*Hours*	$ 85.00	$ 680.00
Public advertisement in newspapers	GIS Analyst	*4*	*Hours*	$ 105.00	$ 420.00
USPS mailing and email notifications	Email Notifications	*125*	*Emails*	$ 2.00	$ 250.00
	Postal Service Mailings	*150*	*Pieces*	$ 3.00	$ 450.00
	Newspaper Ads	*1*	*Ads*	$ 200.00	$ 200.00
	Printing	*100*	*Copies*	$ 0.28	$ 28.00
TOTAL FOR TASK					*$ 11,708.00*
Task 3.4. Preliminary and Draft Environmental Assessment					
Deliverables:	Project Manager	*16*	*Hours*	$ 115.00	$ 1,840.00
Revise Draft EA	NEPA Coordinator	*32*	*Hours*	$ 105.00	$ 3,360.00
Provide copy of Draft Final EA	Technical Editor	*4*	*Hours*	$ 85.00	$ 340.00
Comments from 30-day Review	GIS Analyst	*2*	*Hours*	$ 105.00	$ 210.00
TOTAL FOR TASK					*$ 5,750.00*
Task 3.5. Final Environmental Assessment					
Deliverables:	Project Manager	*16*	*Hours*	$ 115.00	$ 1,840.00
Revise the EA with USFS comments	NEPA Coordinator	*16*	*Hours*	$ 105.00	$ 1,680.00
Provide electronic copy to USFS	GIS Analyst	*2*	*Hours*	$ 105.00	$ 210.00
TOTAL FOR TASK					*$ 3,730.00*
Task 3.6. Draft Decision Document					
Deliverables:	Project Manager	*4*	*Hours*	$ 115.00	$ 460.00
Finding of No Significance	NEPA Coordinator	*16*	*Hours*	$ 105.00	$ 1,680.00
TOTAL FOR TASK					*$ 2,140.00*
Task 3.7. Final EA and Draft Decision Document					
Deliverables:	Technical Editor	*2*	*Hours*	$ 85.00	$ 170.00
Distribute mailings	Email Notifications	*125*	*Emails*	$ 2.00	$ 250.00
Submit legal notice to	Postal Service Mailings	*150*	*Pieces*	$ 3.00	$ 450.00
Newspaper of Record	Newspaper Ads	*1*	*Ads*	$ 200.00	$ 200.00
	Printing	*200*	*Copies*	$ 0.28	$ 56.00
TOTAL FOR TASK					*$ 1,126.00*
Task 3.8. Pre-decisional Objections					
Deliverables:	Project Manager	*4*	*Hours*	$ 115.00	$ 460.00
Create issue worksheets	NEPA Coordinator	*8*	*Hours*	$ 105.00	$ 840.00
TOTAL FOR TASK					*$ 1,300.00*

PRICING

Cinder Lake Landfill Environmental Assessment
City of Flagstaff

Schedule of Services	Staff	#	Unit	Unit Price	Amount
Task 3.9. Project Record					
Deliverables:	Project Manager	*8*	*Hours*	$ 115.00	$ 920.00
All documents in PDF Format	NEPA Coordinator	*32*	*Hours*	$ 105.00	$ 3,360.00
Organize and index the Record					
TOTAL FOR TASK					*$ 4,280.00*
GRAND TOTAL FOR TASKS					***$ 73,246.00***

	Request for Proposals Solicitation No. **ADSPO18-00007994** Description: **Professional Services for Arizona State Land Department**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Professional Services for Arizona Stat e Land Department** to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	**1.** x May 23, 2018 date	initial						
Revised Offers:	**2.** x date #1	initial	**3.** x date #1	initial	**4.** x date #1	initial		
	5. x date #4	initial	**6.** x date #5	initial	**7.** x date #6	initial		
Best and Final Offer:	**8.** x date	initial						

x EnviroSystems Management, inc. Offeror company name	Stephanie Treptow Digitally signed by Stephanie A. Treptow SAT Date: 2018-05-22 13:45:14:00 Signature of person authorized to sign Offer Initials
x 23 East Fine Avenue Address	x Stephanie Treptow, President/Owner Printed name and title
x Flagstaff, Arizona 86001 City | State | ZIP	x Ms. Jean Marie Rieck, Program Manager/Biologist Contact name and title
x 86-0971241 Federal tax identifier (EIN or SSN)	x jrieck@esmaz.com x 928-226-0236 Contact Email Address Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number at the top of this form, and which was dated (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: ADSPO18-207054 **The effective date of the Contract is: August 1, 2018** **Contract awarded: July 10, 2018**

RJAdvani Procurement Officer signature	Rocky Advani Procurement Officer printed name

Douglas A. Ducey
Governor

Gilbert Davidson
Chief Operating Officer and Interim Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007
(602) 542-5511 (main)
http://spo.az.gov

Sent via e-mail to: jrieck@esmaz.com June 27, 2018

Re: Award of Contract for Solicitation No.ADSPO18-00007994 for Professional Services for Arizona State Land Department

Dear Ms. Jean Marie,

Thank you for submitting a response to the Request for Proposal Solicitation No. ADSPO18-00007994 for Professional Services for Arizona State Land Department. I am pleased to inform you that your company's offer has been selected for award for the following work streams.

	Awarded
Planning	
Engineering	
Archaeology	X
Environmental Site Assessment	X
GIS	X
Hydrology	
Land Surveying	

The initial contract term shall begin on **August 1, 2018**

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be shortly available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Terms and Conditions, Section 6.2 of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office if you have not already done so. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. **Please submit your certificate of insurance to me no later than July 25, 2018**

You are cautioned not to begin any work under this new contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at rocky.advani@azdoa.gov or 602.542.0100. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

RJAdvani

Rocky Advani
State Procurement Manager

Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

1. STATEMENT OF NEED

The State of Arizona (hereinafter referred to as the State), is seeking to establish a comprehensive statewide term contract for Professional Services for the Arizona State Land Department; Any contract resulting from this Request for Proposal shall become a statewide contract for use by all State agencies, counties, municipalities, school districts, and other political subdivisions, herein after referred to as Using Entity.

To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of Vendors. The selection of Vendors from the pool to provide these services for an assignment will be determined by the Using Entity.

The Using Entity makes no guarantee as to the amount of work that will be available to any given Vendor during the term of this contract.

Vendors are requested to bid on any of the workstreams/modules they have capability in performing

WORKSTREAMS

1. PLANNING
2. ENGINEERING
3. ARCHAEOLOGY
4. ENVIRONMENTAL SITE ASSESSMENT
5. GIS
6. HYDROLOGY
7. LAND SURVEYING

1.0 PLANNING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is develop a list of qualified firms and/or individuals that are able to provide a range of services related to planning and zoning. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with planning and zoning studies, and actions.
   2.2 The Contractor shall be able to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
   In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
   2.2.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Any GIS work performed under this contract shall conform to the Agencies most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, contractors will obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.

   3.2 The performance of Planning and Zoning Studies and actions shall include, but are not limited to, the following subtasks:
   3.2.1 Draw Conceptual Plans Utilizing Agency GIS Standards as outlined above
   3.2.2 Draw Development Lotting Plans
   3.2.3 Draw Specific Site Lotting Plans
   3.2.4 Prepare and Process Planning and Zoning Applications
   3.2.5 Prepare and Process General/ Comprehensive Plan Amendments
   3.2.6 Conduct Special Planning Studies as determined by the State Land Commissioner

   3.3 Make Presentations to Urban Land Planning Oversight Committee, State Agency Staff, City Staff and/or Appropriate Jurisdictions, and stakeholders

   3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies

   3.5 Attend Pre-Application Conferences and Public Hearings
   Conduct and/or attend Stakeholder Meetings

   3.6 Within fifteen (15) days after the award contract, submit written notification to the State Agency identifying the name, title, address, e-mail address, telephone and facsimile numbers of the individual, within its organization, who is designated as the Contractor's authorized representative.

   3.6.1 The individual named will receive all correspondence, official notices, information related to the Contractor's performance, or that of its designated Subcontractor, and all other pertinent information as it relates to this contract.

3.6.2 The Contractor shall have the right to change or substitute the name of the authorized representative as long as it provides written notification to the state Agency, by e-mail or facsimile, a minimum of five (5) calendar days in advance of the change or substitution.

3.6 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.

3.6.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.

3.7 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.

3.8 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

3.8.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.

3.9 The Contractor shall submit written progress on a timeline determined by the State Agency project manager, and final reports, signed by the Contractor or the Contractor's designated representative, as required by the State Agency. In some instances, however, the Contractor may be directed to provide an oral progress report.

3.9.1 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:

3.9.1.1 project title and period covered from start to finish
3.9.1.2 a description of the work performed (identifying subtasks performed)
3.9.1.3 outcomes/findings or accomplishments to date and percent of project completed
3.9.1.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
3.9.1.5 conformance to the approved project schedule
3.9.1.6 expenditure to date
3.9.1.7 subtasks for the next period
3.9.1.8 other recommendations and/or relevant comments

3.9.2 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10th) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.

3.10 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.

3.10.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the

provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

3.11 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a format compatible with the State Agency Software, and an original and ten (2) copies of each report prepared under this contract by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

3.11.1 Conceptual Plan Report content shall include, but is not limited to, the following:
- 3.11.1.1 Title page that states: 1) location of the property; 2) name of the contractor; and, 3) date of the report.
- 3.11.1.2 Table of Contents/List of Figures, Charts and Tables
- 3.11.1.3 Introduction
- 3.11.1.4 Explanation of Data Gathering and Mapping Procedures
- 3.11.1.5 Site Suitability/Needs Analysis

Land Use Alternatives number to be determined prior to work and agreed to by the project manager.
- 3.11.1.6 Explanation of Rationale for The Land Use Alternatives and Associated Maps
- 3.11.1.7 Explanation of Rationale for Preferred Land Use Alternatives and Associated Map
- 3.11.1.8 Appendix Containing Data Layer Maps, Socioeconomic Data and Other Maps/Information Deemed Necessary by the Land Department

3.12.1 Development Plan Report content shall include, but is not limited to, the following:
- 3.12.1.1 Title Page that states: 1) location of property or project name; 2) development plan statement from ARS 37-334; and, 3) State Land Commissioner signature line and approval date line.
- 3.12.1.2 Letter of Transmittal
- 3.12.1.3 Secondary Title Page stating name of the Contractor
- 3.12.1.4 Table of Contents/List of Figures, Charts, and Tables
- 3.12.1.5 Introduction
- 3.12.1.6 Site and Area Analysis Summary
- 3.12.1.7 Market Analysis/Marketability Studies Summaries (if required by the project scope of work)
- 3.12.1.8 Explanation of Rationale of Alternative Plans and Associated Maps
- 3.12.1.9 Proposed Development Plan and Rationale for Preferred Alternative
- 3.12.1.10 Summary
- 3.12.1.11 Zoning Stipulations and Associated Maps
- 3.12.1.12 Local Zoning Ordinance Information
- 3.12.1.13 Phasing Plan
- 3.12.1.14 Plat per most current State Agency specifications
- 3.12.1.15 Appendix

3.13.1 Specific site/lotting plans will vary depending on project location, size and local jurisdiction requirements.

3.14.1 General Plan Amendments and Zoning/Rezoning Applications are dependent upon local jurisdiction requirements.

3.15.1 Special studies as determined by the State Land Commissioner.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, request a scope of work from the Consultant and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

4.2.1 Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.

4.2.2 Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.

4.2.3 Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).

4.2.3.1 If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.

4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.

4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the contractor for a specific project (tasks and subtasks).

4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the contractor.

2.0 ENGINEERING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that are able to provide a range of services related to engineering consulting services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with engineering review and design.
   2.2 The Contractor shall have the ability to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
   2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under thissolicitation.
      2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Any Geographic Information System (GIS) work performed under this contract shall conform to the State Agency's most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, Contractors shall obtain the most current standards from the State Agency prior to beginning work on a project that requiresGIS.
   3.2 The performance of Engineering Studies and actions shall include, but are not limited to, the following
   3.3 The ideal candidate firm will have the internal capacity to carry out the engineering-related tasks listed below, and to conduct 3rd-party reviews of the work products listed below and prepared by others. In cases involving specialized knowledge such as Clean Water Act Section 404 permitting, candidate firms may propose to utilize sub consultants with that specialization. This list is subject to revision.

      1. Drainage
         a. Hydrology & Hydraulics-Develop Existing Conditions drainage exhibit identifying all FEMA floodplains, off-site flows and their conveyance through project site. Aerial and drainage studies and master plans will be reviewed in the project vicinity. Ability to prepare master drainage study, plan based on hydrologic and hydraulic analysis. Analysis conducted utilizing latest software such as HEC HMS, HEC RAS, FLO 2D.
      2. Floodplains: ability to map existing floodplains and ability to delineate new floodplains and prepare CLOMR/LOMR submittals for regulatory agency review and approval.
      3. Transportation Infrastructure
         a. Prepare a master street plan based on existing roadway network in the vicinity. Also, the ability to design a system of arterial streets to support proposed conceptual site plan.
         b. Prepare preliminary traffic demands and/or Traffic Impact Study (TIS) that support proposed conceptual site plan.

4. Water and Wastewater Infrastructure
    a. Prepare a master water and wastewater plan based on existing lines. Evaluate capacity of existing service lines and treatment plants. Evaluate potential water supply sources and water and wastewater providers. Ability to design water and wastewater distribution system utilizing latest engineering software.
5. Dry Utility Infrastructure
    a. Prepare a master dry utility plan based on existing lines. Evaluate capacity of existing dry utilities and service infrastructure. Evaluate potential dry utility providers. Ability to design dry utility distribution system utilizing latest engineering software.
6. Plans and Mapping: Prepare and deliver site plans, improvement plans and other mapping products to ASLD in hard copy and electronic files in editable industry-standard CAD and/or GIS software, including:
    a. Topography and contours
    b. Aerial imagery
7. Site Planning and Development
    a. Ability to identify existing conditions, opportunities and constraints to site planning and development
    b. Design and development of conceptual grading, drainage and lotting plans
    c. Design and development of conceptual road and utility infrastructure
    d. Utilize the plans listed above to estimate Development Impact Fees and available Fee Credits
    e. Preparation of Development Cost Estimates
    f. Conduct Geotechnical investigations and prepare reports of findings
    g. Conduct Biological resource investigations and prepare reports of findings
    h. Disposition phasing
8. Survey
    a. Legal Descriptions (text and depictions)
    b. Title Reports
    c. ALTA Survey
9. Clean Water Act Section 404 Permitting
    a. Preliminary and Approved Jurisdictional Determinations
    b. Significant Nexus Analysis
    c. Compensatory Mitigation Analysis
    d. Mitigation measures and monitoring

3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies

3.5 Attend Pre-Application Conferences and Public Hearings

3.6 Conduct and/or attend Stakeholder Meetings

3.7 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.

3.7.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.

3.8 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.

3.9 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the

Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

3.9.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.

3.10 The Contractor shall submit monthly written progress, and final reports, signed by the Contractor or the Contractor's designated representative, or on a timeline determined by the State Agency project manager. In some instances, however, the Contractor may be directed to provide an oral progress report.

3.11 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:

3.11.1 project title and period covered from start to finish
3.11.2 a description of the work performed (identifying subtasks performed)
3.11.3 outcomes/findings or accomplishments to date and percent of project completed
3.11.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
3.11.5 conformance to the approved project schedule
3.11.6 expenditure to date
3.11.7 subtasks for the next period
3.11.8 other recommendations and/or relevant comments

3.12 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10^{th}) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.

3.13 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.

3.13.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

3.14 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor shall submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

approval for reimbursable travel related costs, and project costs prior to the commencement of services.

4.2.1 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.

4.2.2 Work closely with the Contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.

4.2.3 Clearly indicate to the Contractor which sub-tasks are required for the successful completion of the assigned task(s).

4.2.4 If any sub-task listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor inwriting.

4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.

4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the Contractor for a specific project (tasks andsubtasks).

4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact theContractor.

3.0 ARCHAELOGY

1. INTRODUCTION & BACKGROUND:

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

2. DEFINITIONS

a. ACCEPTED STANDARD

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

b. ARAR

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

c. A.R.S. TITLE 41-861, HISTORIC PRESERVATION ACT

Applicable Arizona Administrative Code (AAC) rules. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

d. BEST MANAGEMENT PRACTICES

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

e. CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

f. CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

h. ENVIRONMENTAL IMPACT AREAS

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

i. ENVIRONMENTAL SITE ASSESSMENT (ESA)

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

j. FEASIBILITY STUDY

Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. KEY PERSONNEL

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. REMEDIAL ACTION (RA)

The actual construction or implementation phase of a site cleanup that follows remedial design

m. REMEDIAL DESIGN (RD)

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. REMEDIAL INVESTIGATION (RI)

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. REMEDIATION

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

3.0 SCOPE REQUIREMENTS

3.1 SCOPE SUMMARY

Firm must have and maintain a valid Arizona State Museum (ASM) Arizona Antiquities Act (AAA) Blanket Permit to conduct cultural resources survey throughout the term of the contract. Projects may be located throughout Arizona. Projects must be overseen by an ASM-permitted Principal Investigator. Any fieldwork shall be supervised by an ASM-permitted Project Director. Services required may include Class I records searches/literature reviews, Class III pedestrian survey, archaeological site eligibility testing, and data recovery. Reporting of results shall conform to ASM, State Historic Preservation Office (SHPO), and ASLD guidelines. Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made. An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made A draft report shall be submitted to the ASLD Cultural Resources Manager for review and comment. Final reports and consultation letters, prepared on ASLD letterhead, shall be submitted to the SHPO and applicable Indian tribes for consultation under the State Historic Preservation Act. Upon project completion, project shall be sent to the ASM for close-out per ASM guidelines.

3.2 DELIVERY/SERVICE AREA

This will be a Statewide contract

3.3 DETAILED SCOPE REQUIREMENTS

3.3.1 Prior to Conducting Fieldwork:

- The consultant will ensure that all required permits are in effect and all required notifications are made.

- The consultant will request a map that defines the Area of Potential Effects (APE)/ project area for the undertaking from the Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC). OSC/ASLD will define the APE for the undertaking.

3.3.2 Need:

- A non-collection Class III surface inventory survey of the project area.
- Documentation of any cultural resources in the project area and recommendations regarding eligibility of each cultural resource to the Arizona and National Register of Historic Places (ARHP/NRHP/Registers).

3.3.3 Scope:

- An archaeological Class III inventory survey of the project area shall be conducted.
- All fieldwork and recording shall be conducted subject to the provisions of the consultant's current permits and shall be to ASLD, Arizona State Museum (ASM), and State Historic Preservation Office (SHPO) current standards.
- The cultural resources report shall conform to current ASLD, ASM and SHPO reporting standards, and shall be adequate for consultation under state law between ASLD and SHPO.
- Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made.
- An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made (if specific undertaking is known).
- The consultant is required to research ASLD-specific requirements for Class III surveys.

3.3.4 Deliverables:

- A draft (complete version) report (1 PDF copy), and a draft (redacted version- redacted of all information pertaining to the location of archaeological properties) report (1 PDF copy), both of which provide the results of the fieldwork and research, shall be submitted to OSC for review.
- A draft final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on comments on the draft, for submittal and review by ASLD.
- A final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on ASLD/SHPO comments on the draft final (complete version) report, if needed.
- A final (redacted version) report (X bound paper copies) shall be submitted to OSC following acceptance of the final (complete version) report by ASLD/SHPO). The title page of this document must state "REDACTED VERSION".
- A CD/DVD containing the following: 1 PDF copy of the final (complete version) report, 1 PDF copy of the final (redacted version) report, all associated project shapefiles (e.g. area surveyed, APE, archaeological sites, isolated occurrences, etc.).
- All deliverables shall contain the following confidentiality statement on the title page of all applicable documents, as well as on all maps which depict the locations of archaeological properties regardless of type or eligibility to the Registers:

STATEMENT OF CONFIDENTIALITY: Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C.§470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

3.4 STATE AGENCY RESPONSIBILITIES:

3.4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project,

reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

3.4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

3.5 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency

4.0 ENVIRONMENTAL SITE ASSESSMENT

1. INTRODUCTION & BACKGROUND:

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

2. DEFINITIONS

a. ACCEPTED STANDARD

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

b. ARAR

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

c. A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

d. BEST MANAGEMENT PRACTICES

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

e. CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

f. CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

h. ENVIRONMENTAL IMPACT AREAS

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

i. ENVIRONMENTAL SITE ASSESSMENT (ESA)

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional

Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

j. FEASIBILITY STUDY
Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. KEY PERSONNEL
Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. REMEDIAL ACTION (RA)
The actual construction or implementation phase of a site cleanup that follows remedial design

m. REMEDIAL DESIGN (RD)
A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. REMEDIAL INVESTIGATION (RI)
An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. REMEDIATION
Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

3.0 SCOPE REQUIREMENTS

3.1 SCOPE SUMMARY

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standardsand
U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. The objective is to provide Using Agencies assistance as specified in any Task Orders issued under this contract, in the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.

3.2 DELIVERY/SERVICE AREA

This is a Statewide Contract

3.3 DETAILED SCOPE REQUIREMENTS

3.3.1 Work Plan Preparation – **may include** the followingdocuments:

1. Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data qualityobjectives

2. Health and Safety Plan (HASP). Field Sampling Plan (FSP) and Work plan: Prepare a site specific HASP and FSP. Both documents may be included as part of the Work plan

3.3.2 Work Plan – may include the following items:

1. Locations of samples collected by all Contractors or Using Agency, which did investigations at the site
2. A map or maps using all available data may include the following:
   - Concentrations of contaminants in soil;
   - Groundwater contaminant map with flow directions; and
   - Contour groundwater quality data if necessary;
3. Soil sample summary table (showing laboratory analyses and sample depth);
4. Groundwater data summary table (showing groundwater elevation and laboratory analyses);
5. A historical evaluation of the property describing past site uses, if possible. The purpose of this task is to help gain a better understanding of the site to assist the

   Contractor in choosing sampling methods and locations.

6. Remediation system design, installation, operation and maintenance
7. Schedule of proposed work with times shown by units and not actual date.

3.3.3 Access: The Using Agency will be responsible for negotiating property access with the property owners. However, the Contractor may be requested to assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, which may be considered vital to obtaining access. The Contractor may be responsible for preparation of any required permits

3.3.4 Phase I Environmental Site Assessments: This activity includes conducting a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08, as applicable or as stated in the Task Order. Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions

3.3.5 Phase II Environmental Site Assessments: This activity includes conducting a Phase II ESA in accordance with ASTM standards, as applicable or as stated in the Task Order. A Phase II ESA is a site investigation/characterization that may to determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro-geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment

3.3.6 Contractor Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.3.7 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly required for the completion of the Task Order, and are approved by the Using Agency's

Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.
Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost
Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions with the Using Agency's advance approval.

3.3.8 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.

3.3.9 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency's Project Manager Name and Task Order number for identification.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

5. Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

5.1 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency.

5.0 GIS

Introduction and Background

Solicit qualified organizations or individuals that can provide a range of services related to Geographic Information Systems (GIS).

General Requirements

1. Selected contractor shall have the capacity, experience and expertise necessary to provide services with regard to GIS data, analysis and development.
2. In the performance of the services specified in this solicitation, the Contractor shall understand and agree that a contract exists between the Contractor and the Arizona State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    2.1. The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representative of the State Agency access to its records, reports, data, code and other information related to the activities performed under the terms of this contract.

Specific Requirements

1. Digitization of data originating in many formats Legal, Paper Maps
2. Analysis of data, be able to analyze and manipulate data in a wide variety of ways to show, patterns, trends and other relationships.
3. Data Management: Understanding on how to manage data with a spatial component.
    3.1. Clear understanding of a projections, datums, and transformations enabling them to be able to move data freely and accurately between them.
    3.2. Conversion of data between a wide variety of formats (KMZ, Shapefile, Geodatabase, RDBMS, CSV, JSON etc.)
4. Understand coordinate systems, datums, projections and transformations.
5. Geoprocessing
    5.1. Should have an extensive understanding of various geoprocessing tasks (Cutting, buffering, masking, nearest neighbor analysis, etc.)
    5.2. Should be able to use multiple geoprocessing tools to create repeatable workflows/analysis that can be verified by the offeror.
6. Image processing (wide variety of formats from legacy milars to TIFF's)
7. Production of high quality, large size, paper map products.
8. Development
    8.1. Customization of enterprise software through developed plugins.
    8.2. Ground up development of GIS solutions for both desktop and mobile environments.
    8.3. Proof of concept and documentation for custom solutions.
9. Server SQL support
10. Training of users

These requirements are laid out to give a general of idea of the kind of GIS work that can take place under this RFP. Detailed requirements, including specific products, data or analysis, are to be laid out in a scope of work.

Technical Definitions

1. GIS – Geographic Information Systems – Is a system designed to capture, store, manipulate, analysis or present spatially aware data.
2. Georeferencing - Aligning geographic data, often imagery or scanned maps, to a known coordinate system so that it can be viewed, queried, analyzed with other GIS data.

3. Geoprocessing - An operation to process and manipulate geographic data, often for analysis or conversion.
4. GIS Modeling: Geoprocessing tools can be chained together to create repeatable workflows to process and analyze data.

State Agency Responsibilities

1. Define services and products to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details. Then, reach an agreement with the contractor regarding all aspects of the services and products to be provided, including a time line for the project with dates and deliverables.
2. Review and approve, with or without noted changes, a detailed written project plan provided by the contractor to insure a clear understanding of all aspects of the project. This will include, but is not limited to, areas such as: key personnel assigned, time frames, deliverables, agency commitments, training plans, and expected costs.
   2.1. Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
   2.2. Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
   2.3. Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
   2.4. If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
3. Establish a project plan and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
4. Assign individuals to provide project oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
5. These individuals shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or actions that impact the contractor.

6.0 HYDROLOGY

1.0 INTRODUCTION & BACKGROUND:

This is a multi-year Contract for well and groundwater management and evaluation services. This contract shall be utilized by other state agencies as needed.

2.0 DEFINITIONS

2.1 ADWR

Arizona Department of Water Resources. The Department administers and enforces Arizona's groundwater code and surface water rights laws (except those related to water quality).

2.2 A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

2.2 CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

2.3 CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

2.4 GROUNDWATER MODELS

Groundwater models are computer models of groundwater flow systems, and are used by hydrogeologists. Groundwater models are used to simulate and predict aquifer conditions.

2.5 KEY PERSONNEL

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

2.6 MODFLOW

MODFLOW is a modular finite-difference computerized flow model, developed by the U.S. Geological Survey. The program is used to simulate the flow of groundwater through an aquifer.

2.7 WELL IMPACT ANALYSIS

A well Impact Analysis is conducted pursuant to A.A.C. R12-15-1302-1307 and is required for new Non-Exempt wells (excluding replacement wells), proposed for installation in Active Management Areas (AMA's) in the state, demonstrating that the proposed well(s) will not cause undue hardship on surrounding land or other water users, and must be submitted prior to ADWR approval of the Notice of Intent (NOI) to Drill application.

2.8 WELL ABANDONMENT

Well abandonment is conducted pursuant to A.A.C R12-15-816, in conformance with the requirements of ADWR's "Well Abandonment Handbook" (September 2008). Prior to undertaking abandonment ADWR Form 55-38 "Notice of Intent to Abandon a Well" shall be submitted for ADWR review and approval. Following completion of abandonment activities ADWR Form 55-58 "Well Abandonment Completion Report" shall be filed with ADWR.

3. SCOPE REQUIREMENTS

a. SCOPE SUMMARY

Well and groundwater management and evaluation related activities. Services may include water level measurements, groundwater sampling, video logging, well abandonment, impact analysis, aquifer testing, groundwater modelling, and valuation of water and water rights consulting.

b. DELIVERY/SERVICE AREA

This will be a Statewide contract

c. DETAILED SCOPE REQUIREMENTS

3.3.1 Conduct Well Evaluations; which may include, any, or all, of the following activities:

- Water level measurements - in wells which in some cases may be equipped with pumps, or alternatively be capped and in some situations, may require the use of a cutting torch to access the well.
- Water Sampling – in wells which may be equipped with operational pumps, or in wells where the pump is not operational and must be removed, prior to the installation of a sampling pump, or
- Well Video logging – which may require removal of a well cap, or in situations where the well is equipped, the pump must be removed prior to conducting video logging.

3.3.2 Conduct Well Abandonment; which may involve some, or all, of the following tasks in accordance with obtaining an ADWR approved "Notice of Intent to Abandon a Well" and issuance of a "Well Abandonment Card"

- In the event the well is equipped with a pump, it shall be removed from the well prior to abandonment.
- The Consultant shall collect all information necessary to develop the appropriate abandonment methodology and submit a "Notice of Intent to Abandon a Well" ADWR (Form 55-38) to ADWR for review and approval.
- Upon approval of the Notice of Intent and issuance of a Well Abandonment Card, the Consultant shall abandon the subject well in accordance with the approved methodology.
- Following completion of abandonment activities, the Consultant shall submit a "Well Abandonment Completion Report" to ADWR.

3.3.3 Conduct Well Impact Analysis; comprised of preparing a hydrological study including any, or all the following:

3.3.3.1 ● Prepare an inventory of existing wells and well information in the vicinity of the proposed new well(s).

3.3.3.2 ● Evaluate the geologic and hydrogeologic conditions to determine the relevant aquifer parameters and recharge/discharge boundaries.

3.3.3.3 ● Using a methodology acceptable to ADWR estimate the drawdown associated with the proposed well(s) and delineate the area surrounding the proposed well(s) where the impact would exceed 10-feet of additional drawdown after the first 5-years of operation of the proposed well(s).

3.3.3.4 ● In the event the proposed well(s) are located in an area of known land subsidence, a geophysical evaluation of the impact of the proposed well(s) on future land subsidence may also be required.

3.3.3.5 ● The "hydrologic study" shall then be submitted to ADWR for review and approval.

3.34 Conduct Aquifer Testing: Aquifer testing is conducted to determine the aquifer parameters in a groundwater basin or portion of a basin or sub-basin. This testing may consist of the following:

● Based on the specific project requirements, the Consultant may be provided information on the well(s) to be utilized in the aquifer test, or alternatively, may be tasked with conducting a preliminary groundwater evaluation to identify the recommended well(s) to be incorporated into the aquifer test program.
● The Consultant shall be responsible for providing and installing/removing all equipment for instrumentation of pumping and observation wells. This equipment may include, transducers, data loggers, and water level sounders.
● The Consultant shall provide or subcontract the test pump(s) and associated equipment needed to conduct the aquifer test. All Sub-Contractors shall be approved by ASLD.
● The Consultant shall provide all personnel necessary to conduct the aquifer test. The length of the test shall be determined by ASLD, and may be from 24-hours to two-weeks, and may involve multiple pumping and observation wells, depending upon the specific test configuration and objectives. The number of wells involved in the test will be determined prior to the test, however, the test length may be open-ended and based on an hourly rate.
● At the completion of the test the Consultant/Subcontractor shall remove all pumping and measurement equipment from the wells, and restore the wells to their original condition.
● Following the test, the Consultant shall download/compile all test data, and evaluate using accepted computerized aquifer test analytical software (e.g. AQTESOLV, AquiferWin32, etc.).
● The consultant shall then prepare a summary report, describing the aquifer test program and results

3.35 Develop/Update Groundwater Models. The model shall consist of a numeric model (i.e. MODFLOW), and may be required to be developed, in areas where no model currently exists, or updated in the event a model already exists. Under some circumstances, the model and accompanying report may be submitted to ADWR for review.

3.36 Prepare analysis regarding the value of water on State Trust land, and surface and groundwater rights held by the Land Department. The Consultant shall have the capability to ascertain the current and estimated future value of any, but not limited to the following:

● The value groundwater pumped from State Trust land in various areas of the state.

● Assist in assembling a marketable portfolio and determining the value for the lease/sale of water rights currently held by ASLD, including IGFR's, Type 1 and Type 2 water rights and long term storage credits.

● Provide current and estimated future valuations for groundwater from State Trust land eligible for inter-basin transport under A.R.S. Title 45 Article 8.1 (551-559).

3.37 Consultant Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Consultant shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.38 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly

required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.

Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost.

Subcontracted Services are defined as follows: e.g. well drillers, pump, well logging and well abandonment contractor's, laboratory services, utility locators, archaeologists, and similar trade professions with the Using Agency's advance approval.

3.39 Project Documents: The Consultant shall devise, implement and maintain at the Consultant's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.

3.40 Access Agreements: The Consultant shall comply with all requirements established in Access Agreements entered into between the Using Agency and lessees and adjacent property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Consultant.

4 STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Consultant to discuss the specific details of the project, reach an agreement with the Consultant regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Consultant to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

4.3 approval for reimbursable travel related costs, and project costs prior to the commencement ofservices.

4. Review and approve credentials of proposed key personnel provided by the Consultant or Subcontractor, as well as the credentials of temporary or permanent replacements

i. Unless otherwise directed by the State Agency, the Consultant shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Consultant may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency.

7.0 LAND SURVEYING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that can provide ALTA Land Surveying Services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide ALTA Surveying Services on Arizona State Trust properties.
   2.2 The Contractor shall have the ability to successfully complete the assigned project. To that end, the Contractor will be required to utilize the services of a professional title company to obtain a most recent title commitment for a subject property.
   2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under thissolicitation.
      2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Work performed under this contract shall conform to the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016), however, Contractors shall obtain the most current standards in affect.
   3.2 The ALTA survey will be prepared in accordance with a current title report and Schedule "B" documents and Items 1, 3, 4, 8, and 11 of the "Optional Survey Responsibilities and Specifications" from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2016. Additional Items may be added by the State Agency.
   3.3 The 2016 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey and the certification shall be addressed to Arizona State Land Department and the title company utilized by the Contractor.

4. STATE AGENCY RESPONSIBILITIES:
   4.1 Reach an agreement with the Contractor regarding all aspects of the ALTA service(s) to be provided, including those items listed on Table A of the Optimal Survey Responsibilities and Specifications the State Agency wish to include and time line for the project and dates for deliverables.
   4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

EXHIBITS TO THE SCOPE DOCUMENT

No Exhibits apply to the Scope of Work.

End of Section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

1.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all of the contractors costs for the scope of work and represents the total compensation to the contractor

1.2 CONTRACTED LABOR RATES.

2.0 Reserved

2.1 COST-REIMBURSEMENT.

Reserved

3.0 Pricing

3.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all the contractor's costs for the scope of work and represents the total compensation to the contractor

3.2 UPCHARGES. When required this will be handled on a case by case basis

4.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

5.0 Invoicing

5.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

5.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●

Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Total invoice amount due	●

5.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Services that have not been authorized.

6.0 Payments

6.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions

6.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

6.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

6.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

6.5 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

7.0 Exhibits to the Pricing Document

None

Please note that in order for Offeror to be susceptible, there must be a $1.00 response under Unit Cost on the Items Tab in ProcureAZ

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); was attached to an Offer when submitted; and was included in the Accepted Offer.
1.6	**Building Work**	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [*Definitions*] of the terms "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
1.7	**Commercial Document**	"Commercial Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Commercial Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.8	**Contract**	"Contract" means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term "Order" defined in paragraph 1.21.

1.9	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
1.10	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.11	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.12	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.13	**Co-Op Buyer**	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23). NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
1.14	**Day**	"Day" means a calendar day unless otherwise specified in a particular context.
1.15	**Eligible Agency**	If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.16	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.17	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.18	**Instructions to Offerors**	"Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
1.19	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "… all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
1.20	**Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
1.21	**Order**	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the

Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in ProcureAZ;

"task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

"purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.22 Part, Section; Exhibit "Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.

1.23 Person "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.24 Procurement Officer "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.

1.25 ProcureAZ "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

NOTE (2): The URL for ProcureAZ itself is:

https://procure.az.gov/

1.26 Scope of Work "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.

1.27 Services "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.

1.28 Solicitation; Solicitation Documents "Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.

1.29 Special Terms and Conditions "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.

1.30 Specification "Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "… any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.31 State With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.32 State Indemnitees "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.33 State Fiscal Year "State Fiscal Year" means the period beginning each July 1 and ending each June 30.

1.34 Subcontract "Subcontract" means any contract, express or implied, between Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.

1.35 Subcontractor "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.36 Uniform Terms and Conditions The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.

1.37 Work "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.

2.2 Usage

1. Where the Contract:
2. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
3. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
4. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
5. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

6. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
7. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.3 Contract Order of Precedence

2.4.1 COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.4.2 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;
(b) the Solicitation Documents, in the order:
  (1) Special Terms and Conditions;
  (2) Exhibits to the Special Terms and Conditions;
  (3) Uniform Terms and Conditions;
  (4) Scope of Work;
  (5) Exhibits to the Scope of Work;
  (6) Commercial Document;
  (7) Exhibits to the Commercial Document;
  (8) Specifications; and
  (9) any other documents referenced or included in the Solicitation;
(c) Orders, in reverse chronological order; and
(d) Accepted Offer.

2.4.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.4 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.5 Severability

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

2.6 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

2. extension of the term of the Contract within the maximum aggregate term;
3. revision to Procurement Officer appointment or contact information; or
4. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do

not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. Unless otherwise provided for in the Special Terms and Conditions, all intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

"Government Purpose Rights" are:

the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

the right to release or disclose that work product to third parties for any State government purpose; and

the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

"Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

4.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

4.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

4.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Non-Discrimination

Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

3.12 E-Verify Requirements

As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.13 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.14 Orders

3.14.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.14.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.14.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.14.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.14.5 NO MINIMUMS OR COMMITMENTS. Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.14.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.15 Statewide Contract Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

5. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

6. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
7. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is specified in the Special Terms and Conditions. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

8. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

9. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
10. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.16 Multiple-Use Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op

Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

11. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Commercial Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.17 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.18 Work on State Premises

3.20.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.19 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Commercial Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Commercial Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.3.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.3.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

5.0Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State

satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Damage to Rented Premises (Fire Legal Liability)	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor that is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be electronically submitted via email to AZStateContractCOI@azdoa.gov and rocky.advani@azdoa.gov **(State of Arizona, State Procurement Office, 100 N 15th Ave, Suite 402, Phoenix AZ 85007).**

ACCEPTABILITY OF INSURERS: Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to **(Rocky Advani, 100 N 15th Ave, Suite 402, Phoenix AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. The State reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under

worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.7 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties

shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Compliance with Laws

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

7.5 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.6 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and* Delegation] that expressly recognizes the event.

7.7 Performance in Public Health Emergency

Contractor warrants that it will:

12. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession

and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

13. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.8 Lobbying

7.11.1 PROHIBITION.

Contractor warrants that:

it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.9 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

8.2 Stop Work Order

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.

8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

8.5 Right of Offset

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

9.0Contract Termination

9.1 Termination for Conflict of Interest

By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.

9.2 Gratuities

State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.

9.3 Suspension or Debarment

State may, by written notice to Contractor, terminate the Contract immediately if State discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.

9.4 Termination for Convenience

State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.

9.5 Termination for Default

In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.

9.6	**Continued Performance Required**	Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice.

10.0Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	**Mandatory Arbitration**	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0General Provisions for Materials

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.
11.4	**Indicate Shipping Costs on Order**	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically

requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).

11.9 Forced Substitutions

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:

    a. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

    b. if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
   a. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
   b. the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 Data and Information Handling

12.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

12.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

12.3 Personally Identifiable Information.

Without limiting the generality of paragraph 12.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and

2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

12.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

12.5 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

End of Section 2-C

SECTION 2-D: Uniform Terms and Conditions

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or

	and Materials Testing	materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
3.5	**Notices**	Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
3.6	**Advertising, Publishing and Promotion of Contract**	The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
3.7	**Property of the State**	Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
3.8	**Ownership of Intellectual Property**	Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
3.9	**Federal Immigration and Nationality Act**	The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
3.10	**E-Verify Requirements**	In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without

effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

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

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

City of Flagstaff

Cinder Lake Landfill

Task Order

Coordination of an Environmental Assessment

for Landfill Road (Forest Road 6010)

Flagstaff, AZ

National Environmental Policy Act Planner

Project Background

This Task Order is requested through the Arizona State Contract Code CTR031438 in the field of Environmental Site Assessments.

This Task Order seeks a third-party contractor to conduct a review and analysis of the effects of redeveloping a forest road (FR 6010) across approximately 30 acres on the Coconino National Forest with complete compliance documentation, under the National Environmental Policy Act (NEPA). The contractor will coordinate directly with Peaks Ranger District, the Coconino National Forest Supervisor's Office throughout the NEPA process. The Contractor will be selected after reviewing responses to this request for proposals (RFP). The contractor is expected to start work after The Notice to Proceed is issued by the City of Flagstaff. The actual start date tentative and may be subject to negotiation between contractor and the City of Flagstaff.

Any questions about this task order should be referred to:
Matt Morales, City of Flagstaff Cinder Lake Landfill

Project Manager

Address- 6770 East Landfill Road Flagstaff, AZ 86004

Phone-928-213-2123

Email-mmorales@flagstaffaz.gov

Scope of Services

The scope of this contract is for the preparation of an environmental assessment (EA) evaluating, at a minimum, one action and the no action alternative. Other alternatives may be considered based on the results of scoping. The EA must be written in a manner that facilitates public review and understanding.

The EA also must address Forest Plan compliance, including whether any plan amendments are needed and, if so, what they are and their effects (which may be the same as or different than the project's effects). The Forest Service will function principally as a reviewer, providing technical guidance to the Contractor regarding the issues, alternatives, effects analysis, and documentation to be addressed in the analysis. The Forest Service will provide input and guidance on the adequacy of existing data and studies, use of the most current available data and such additional matters as are useful to the prompt and efficient completion of the analysis in compliance with the applicable legal requirements. The Forest Service Interdisciplinary Team (ID Team) will provide critical document review at established checkpoints in the document production, including: issues and alternative development, Draft EA and Response to Comments, Final EA and DN/FONSI. Previous application (SF 299) documents can be requested from Matt Morales.

The Contractor shall:

1. Organize, write and edit all documents required by CEQ (40 CFR parts 1500-1508) and Forest Service regulations (36 CFR 220) to complete an environmental assessment (EA). Work with the USFS Project Lead to coordinate a team of resource specialists and contractors to compile the appropriate information necessary for completing the EA. Ensure IDT members are well informed, check progress on tasks, provide guidance if needed, and keep the process moving according to the timeline.

2. Coordinate with Forest Service GIS analysts to produce all necessary project maps for the EA. Maps should include project area, resources, alternative actions, and cumulative actions. If engineering drawings are needed, they must be approved by a Forest Service Engineer.

3. Plan and support public meetings by helping to develop agendas, public involvement materials, recording notes and draft and/or edit letters to the public. Works with USFS Project Lead to plan and participate in between approximately 2 – 4 public meetings, which may include open houses, formal public meetings, field trips, and other meeting formats.

4. In coordination with USFS Project Lead, plans and facilitates IDT meetings approximately 1x per month. Develops meeting agendas, records and disseminates meeting notes, and follows up with individual ID Team members on assigned tasks.

5. Maintain and index the project record.

6. Complete a detailed project work plan and track progress on specific tasks on a schedule displayed by week provided to the City of Flagstaff and the USDA Forest Service.

Performance Measures

Performance Measures shall be addressed to the City of Flagstaff and the USDA Forest Service and shall be as specified:

All documents shall be published to Forest Service standards. Electronic word processing documents shall be Microsoft Word. Final NEPA documents shall be delivered in Microsoft Word, using templates provided by the Forest Service. Documents in the project record must be converted to .pdf prior to

being transferred to the Forest Service and be 508 compliant. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

The Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to finalizing materials. However, based upon the amount or complexity of the Forest Service's revision comments, the Forest Service shall have the option of reviewing drafts until they are revised to the Forest Service's satisfaction.

1. Reports: By the 15th of each month, the Contractor shall provide monthly management reports throughout the lifetime of the project. The Contractor shall provide a meeting summary within 4 working days following each ID Team or public meeting during the lifetime of the project.

2. Work Plan: Within 30 days of issuance of the contract, the Contractor shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the Forest Service. See sample of "Estimated Timeline and Progress Schedule Worksheet" at the end of this prospectus. The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the EA, and preliminary identification of resource sections to include for the EA. The Contractor shall be responsible for keeping the work plan up to date.

3. Public Involvement Strategy: In coordination with the USFS Project Manager and Responsible Official, the Contractor shall review and revise as needed the public involvement strategy within 14 days of the issuance of the contract.

4. Draft Preliminary Environmental Assessment: The Contractor shall provide an electronic copy (using the Forest Service template) of a completed draft preliminary EA to the USFS Project Lead for Forest Service review. This document should include consideration of comments received from the public during scoping.
5. 30-day Review of Preliminary EA: The Contractor shall provide the preliminary EA for distribution to the public for the 30-day Notice and Comment process through a legal notice posted in the appropriate Newspapers of Record. The Contractor is responsible for US Postal Service mailing and email notifications. 30-Day Public Review Comments: The Contractor shall analyze all comment letters received during the 30-day comment period and prepare a document detailing how each comment was considered. This document shall be indexed to the comment letters and placed in the project record.

6. Monitoring Plan: Prepared in conjunction with the Forest Service and partner agencies/organizations.

7. Technical References: Copies of technical references cited in the EA must be included in the project record.

8. Draft Final Environmental Assessment: The Contractor shall revise the preliminary Environmental Assessment and provide an electronic copy of a draft final EA to the Project Leader for Forest Service review. This document should include consideration of public comments received during the 30-day comment period and Forest Service comments.

9. Final Environmental Assessment: The Contractor shall revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final environmental assessment.

10. Draft Decision Document: The Contractor shall prepare the draft DN/FONSI, revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final draft DN/FONSI.

11. Final Environmental Assessment and Draft Decision Document: Following Forest Service approval of the EA and draft DN/FONSI, the Contractor will distribute appropriate mailings and submit the legal notice of objection filing in the appropriate Newspapers of Record.

12. Project Record: The project record includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) scanned or converted into pdf format that support the decision-making process. Documents must be dated. The project record must follow the Forest Service format and index provided. The Contractor will organize and index the project record in chronological order according to the format provided by the Forest Service. The Forest Service will provide to the Contractor all Forest Service internal documents for the project record. No draft documents shall be included in the project record. The Contractor shall submit the entire electronic project record at the time of Forest Service acceptance of the preliminary EA, again at the time of acceptance of the final EA, and again at the completion of the Contract.

13. Pre-Decisional Objections: The Contractor shall create issue worksheets, based on the Project Record, responsive to any objection contentions received. These worksheets will be delivered to the Project Manager for review and may require some communication regarding locating technical information in the Project Record. The Forest Service is responsible for responding to any objections received and meeting with objectors if appropriate.

14. Final Decision Document: The Contractor shall update the Final DN/FONSI, which will incorporate discussion of and any outcomes from the objections process. The Contractor is not responsible for the following:

15. Developing the scope of the environmental analysis: The Forest Service will present to the Contractor a clear description of the specific proposal, why it is being proposed, and the nature and character of the decision to be made.
    a. Initiating scoping: The Forest Service will develop a detailed proposed action and initiate the scoping process.

b. Scoping Comment Summary: The Forest Service shall prepare a summary of scoping comments and issue analysis.
c. Public Information: The Forest Service are responsible for preparing any information for release to the news media. The Agency will designate an official spokesperson who will receive all media and public contacts.
d. Biological Evaluation and Biological Assessment: The Forest Service will write the Biological Assessment (BA) analyzing the effects of the proposed action and alternatives on federally listed threatened and endangered species if Section 7 Consultation with the US Fish and Wildlife Service is required. The Forest Service will also write the Biological Evaluation (BE) analyzing the effects of the proposed action and alternatives on Forest Service Region 3 Sensitive Species.
e. National Historic Preservation Act compliance (NHPA): The Forest Service will conduct an appropriate level of analysis to comply with Section 106 of the NHPA. This includes writing documentation to form a basis for consultation with the Arizona State Historic Preservation Officer. This documentation would be available for inclusion as appropriate in the environmental assessment.
f. Consultation: Forest Service specialists or line officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the Arizona State Historic Preservation Officer and US Fish and Wildlife Service.
g. Posting documents on the web: The Forest Service is responsible for posting all relevant disclosure documents on the forest's website.

NEPA Requirements

All analysis will be produced for use by the Coconino National Forest and must comply with the agency's regulations for implementing the National Environmental Policy Act, as described in the Forest Service Manual (FSM) 1950, Environmental Policy and Procedures and Forest Service Handbook (FSH) 1909.15, Environmental Policy and Procedures Handbook. The Forest Service recently announced an agency-wide focus on how it engages in project design, regulatory compliance and public engagement, specifically related to NEPA, to get more work done on the ground. There is an increased expectation from Congress, partners, and the public to be more timely, efficient, and consistent with our environmental review work. In order for the Forest Service to be more efficient we have identified some ways to more effectively complete our environmental review responsibilities. These efficiencies include increasing the scale of analysis and focusing on the required processes or documentation points with little, if any, additional steps beyond those requirements. These efficiencies are to be applied to this project. Ultimately, the NEPA process is the responsibility of the agency official making the decision. When the environmental analysis and NEPA documentation is done using an outside party, the process must comply with the National Environmental Policy Act and Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500-1508). In addition to the CEQ regulations, the primary source of agency policy and procedures are the Forest Service's NEPA regulations at 36 CFR 220. The Forest Service must also comply with the Project-Level Predecisional Administrative Review ("Objection") Process at 36 CFR 218 and may be subject to the Programmatic Plan Amendment Predecisional Administrative Review ("Objection") Process at 36 CFR218.

Supplemental Forest Service guidance for conducting NEPA analyses is contained in Forest Service Manual (FSM) 1950, Environmental Policy and Procedures and Forest Service Handbook (FSH) 1909.15, Environmental Policy and Procedures Handbook. An agency effort to revise the Forest Service's NEPA regulations at 36 CFR 220 and policies in the Forest Service Manual at 1950 and the Forest Service Handbook at 1909.15 was initiated in late 2017. All regulations in place at the time of project development and implementation will be adhered to. The Forest Service is ultimately and legally responsible for the accuracy of the environmental analysis and documentation, and is responsible for issuing a final decision that is defensible under the law.

NEPA Objection Requirements

The Forest Service regulations at 36 CFR 218 require a pre-decisional objection review process prior to making a decision in an EA or EIS (for 218). It is an opportunity for interested individuals and organizations to discuss issues and concerns with Forest Service decision makers prior to a final decision being signed. This project must adhere to the regulations at 36 CFR 218 for a decision in an EA. Project specific plan amendments can also be addressed under the 36 CFR 218 regulations

Environmental Assessment

Consideration of a Contract for Landfill Road with EnviroSystems Management Inc.

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Environmental Assessment

Landfill Road-History

- Forest Service Road 6010
- 2 Miles long from State Route 89 to Cinder Lake Landfill
- City of Flagstaff granted Special Use Permit by the Forest Service in 1965
- Currently used by landfill customers and recreationalists
- Road was repaved in 1987
  - County currently assist with maintenance and snow removal
    - Filling Potholes, Shoulder Maintenance, Crack Seal etc.

Environmental Assessment

Landfill Road-Conditions

- Roadway Condition
  - Topcoat is deteriorating
  - Potholes throughout
  - Mill & fill not warranted
- Original Design
  - Turning radius-large trucks
    - Drivers must occupy 2 lanes
- Timely reconstruction recommended

Environmental Assessment

Needs for Environmental Assessment & Scope of Work

- Forest Service required to review proposed modification
  - National Environmental Policy Act (NEPA)
- Environmental Assessment (EA) Scope of Work
  - Thorough considerations for cultural and biological review
  - Conduct public scoping, review, & analysis of public input
  - Draft & Final Environmental Assessment
  - Finding of No Significant Impact
  - Project Record

Environmental Assessment

EnviroSystems Management, Inc.

- Qualified consultant under the Arizona State Procurement Purchase Program
- Previous Relevant Projects
  - City of Flagstaff (Capital Improvements)
    - Sheep Crossing FUTS Trail-NEPA Review
  - Coconino National Forest
    - Boynton Pass Road and Forest Road 152E Expansion
  - Centurylink & Coconino National Forest
    - Oak Creek Canyon Fiber Optic Reinforcement Project

Environmental Assessment

Projected Outcome of an EA

- Cinder Lake Landfill-Permitted to proceed with submittal & review of construction plans
- Benefits
  - An improved road would allow the facility to continue operating in a safe and efficient manner until final closure of the site.
  - Strengthens relationships with the Forest Service and the recreational users of Landfill Road.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	11/12/2020
Meeting Date:	11/17/2020

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:

1) Adopt Resolution No. 2020-59
2) Read Ordinance No. 2020-28 by title only for the final time
3) City Clerk reads Ordinance No. 2020-28 by title only (if approved above)
4) 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 three 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

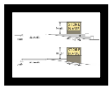
Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

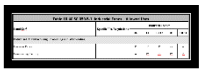
Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethrough text.**~~

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~~

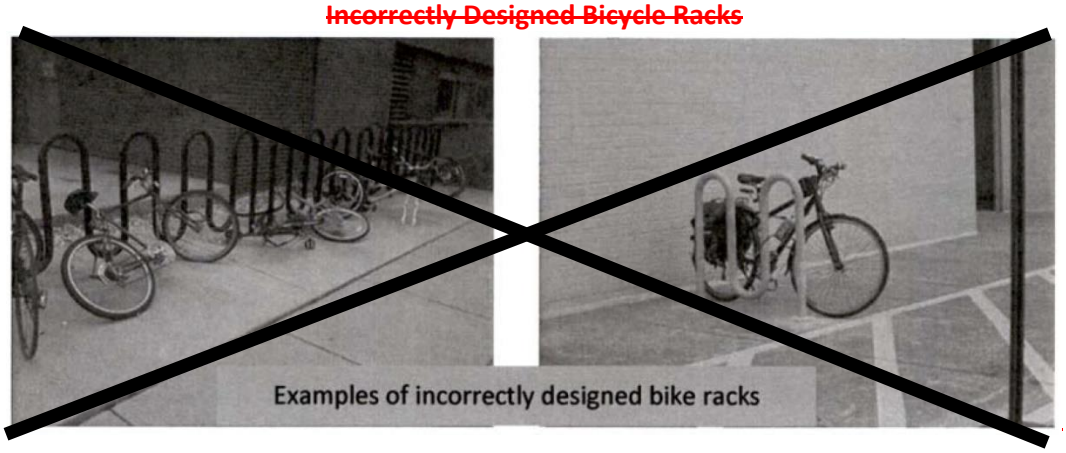
~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~

~~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.**

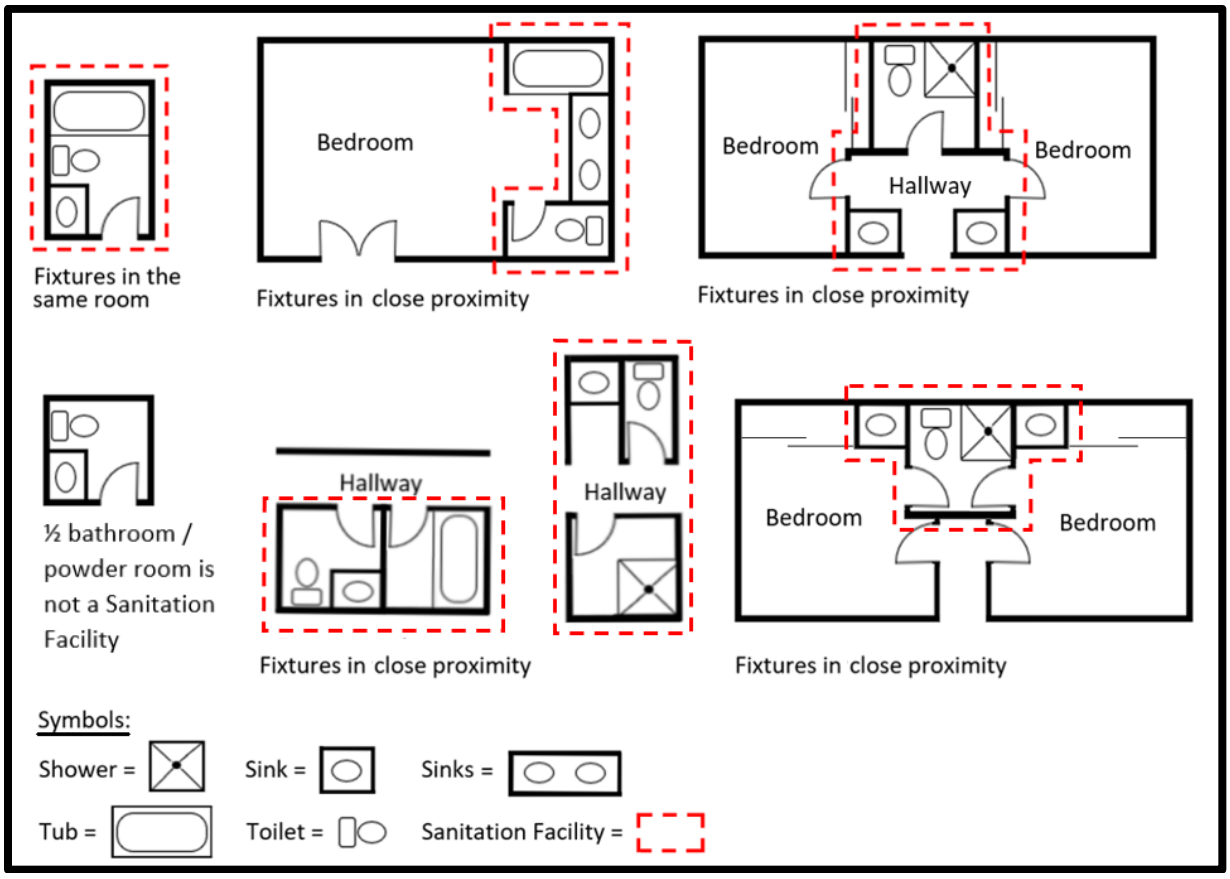


Figure 10-80.20.190 Sanitation Facility Examples

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.

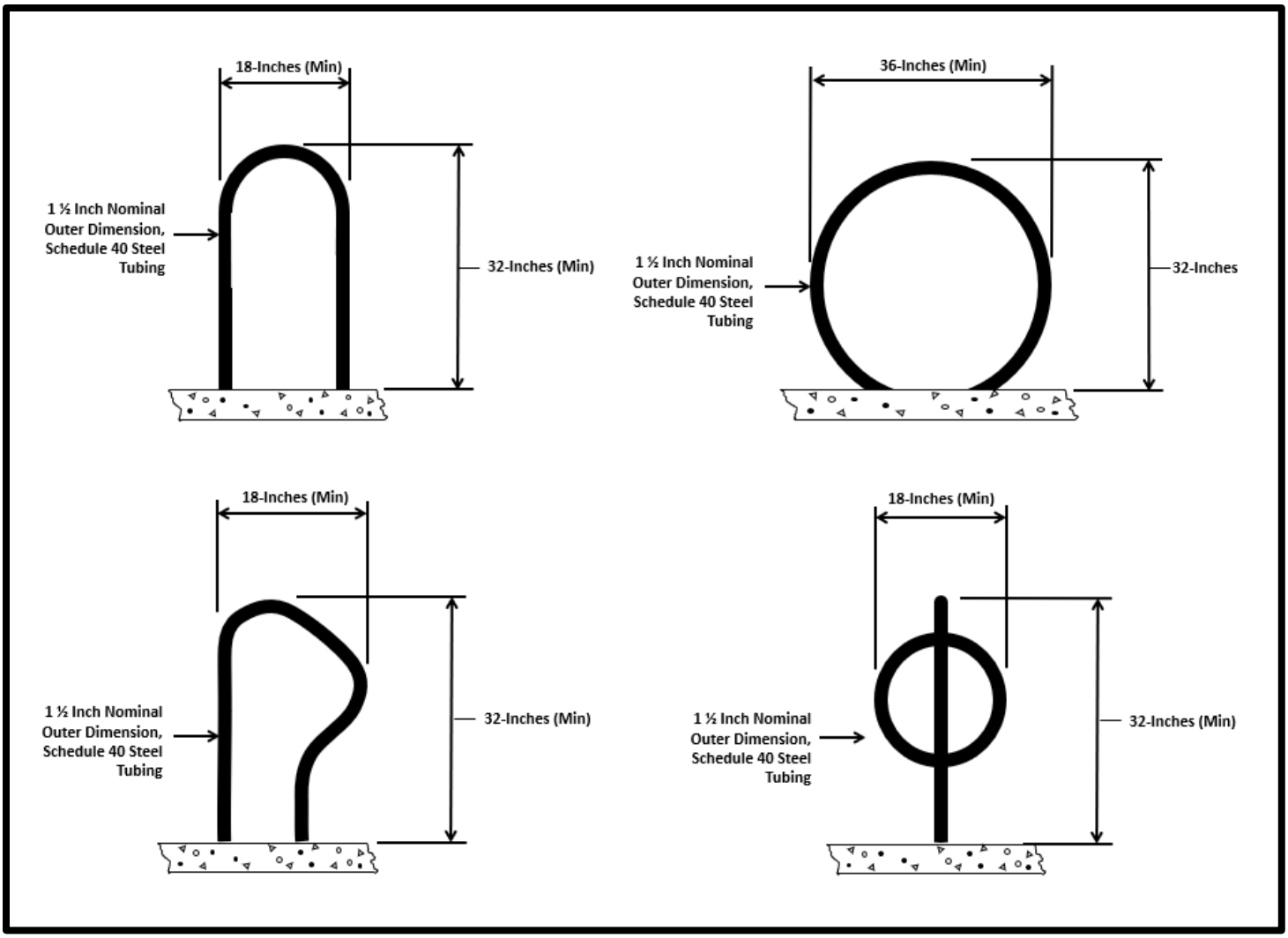


Figure 1.4.030.A. Rack Designs

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.

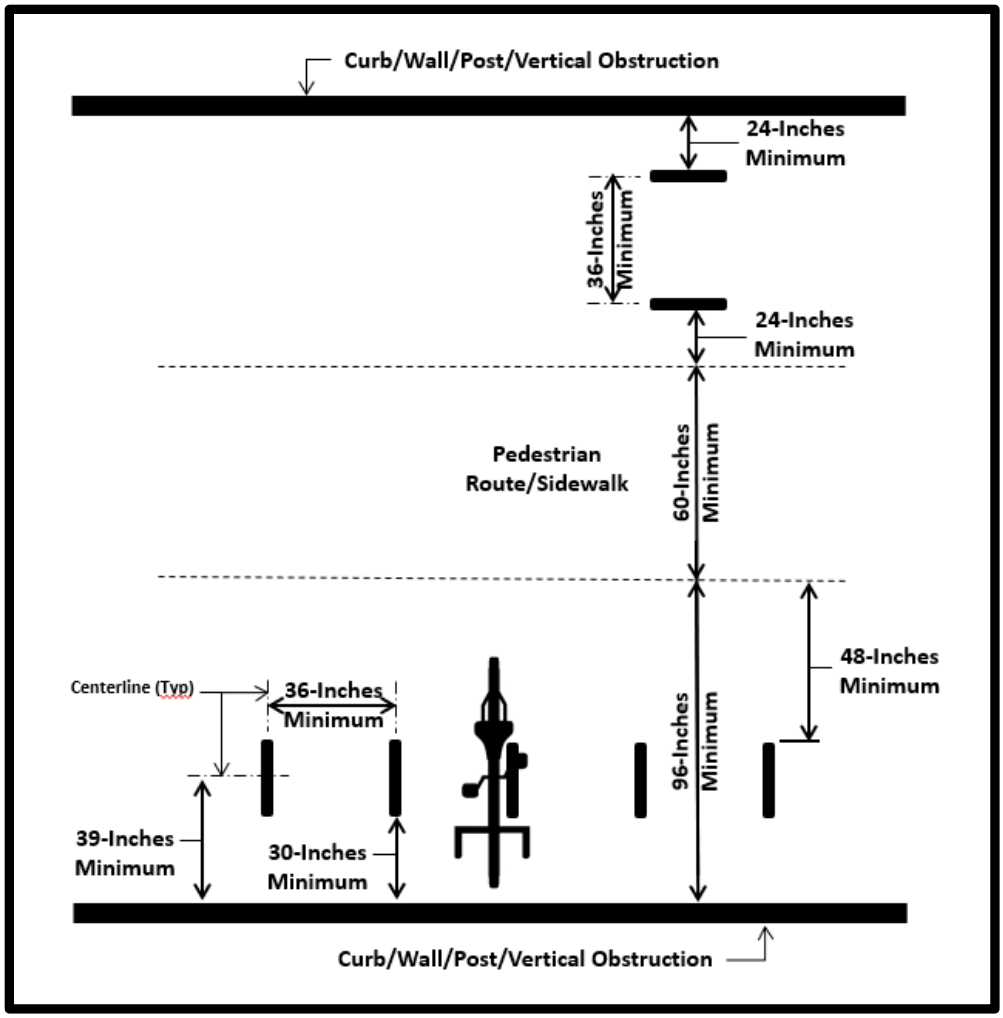


Figure 1.4.030.B.1. Bicycle Rack Placement

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.**

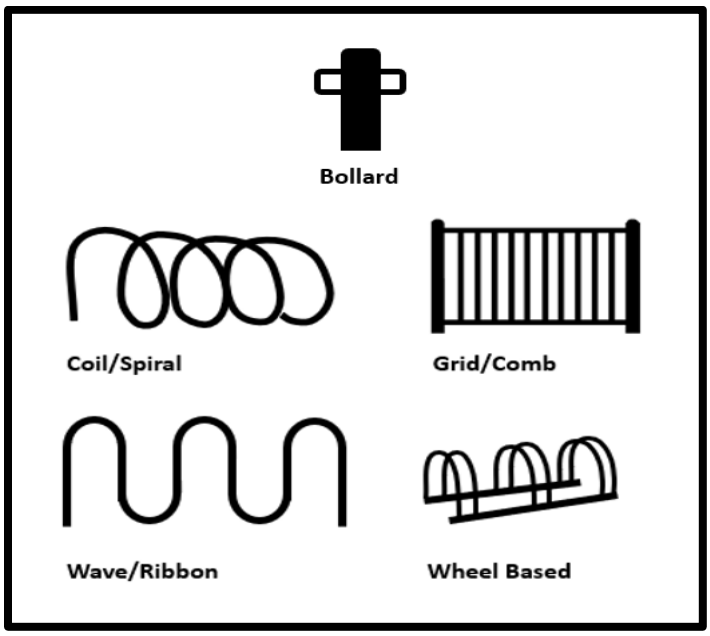


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

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.

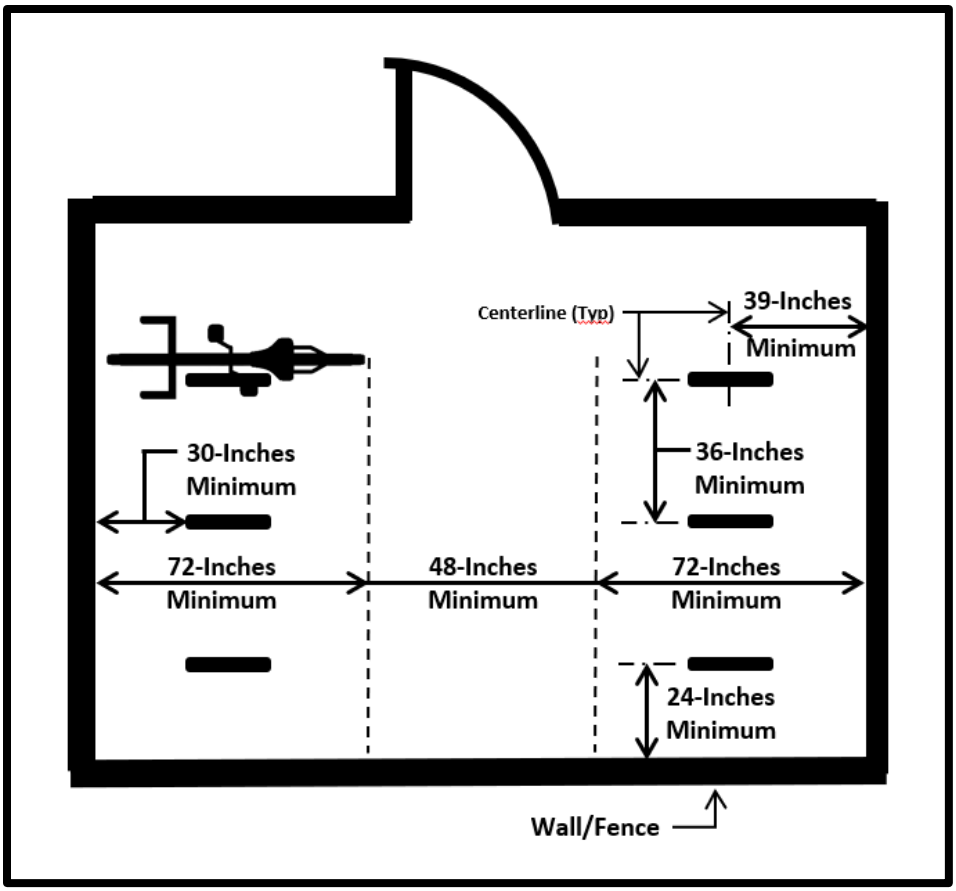


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

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.**

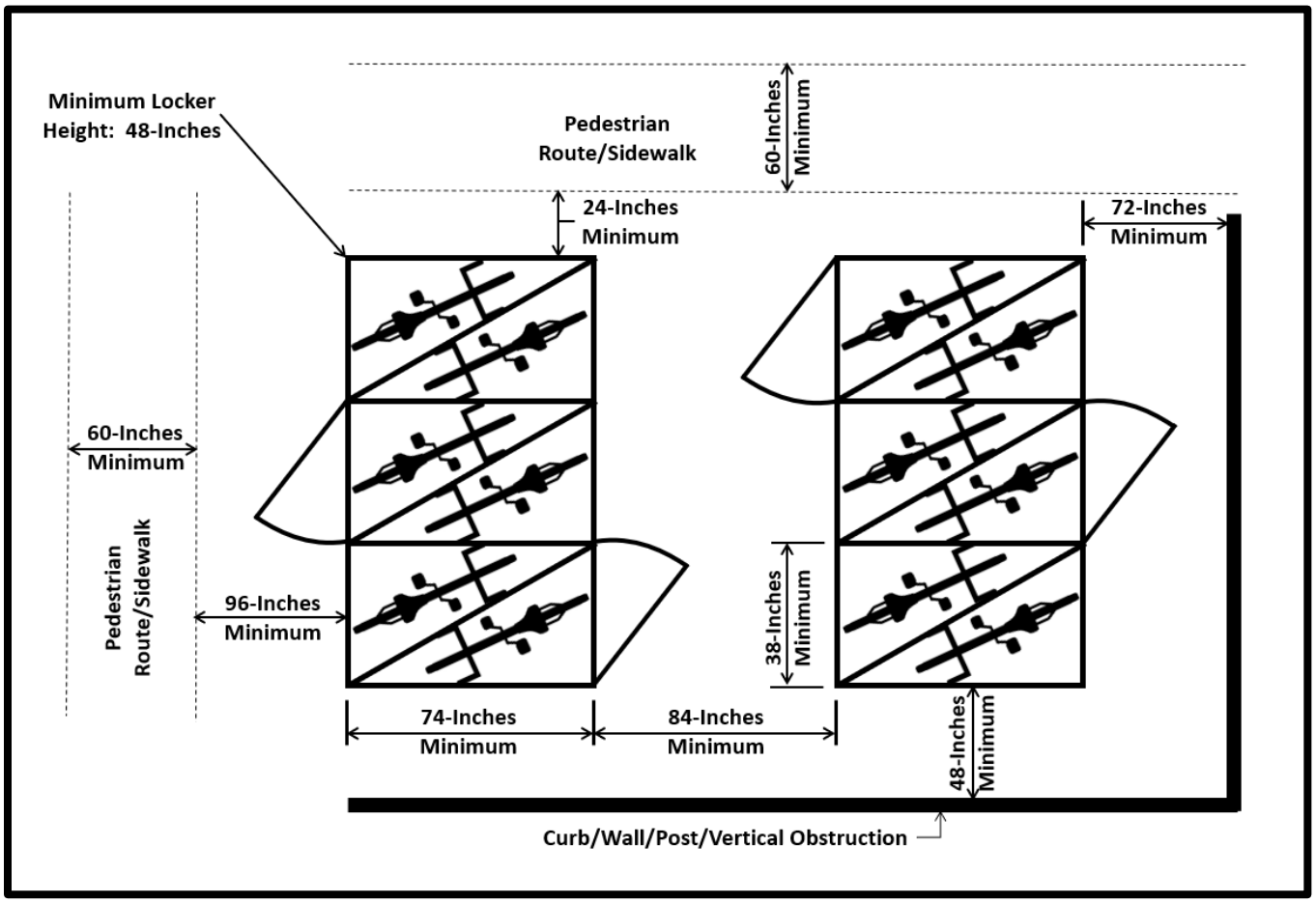


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

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%	

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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%	

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	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.

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					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.

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	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

Daniel Symer

From: David Carpenter <dc@hopeaz.com>
Sent: Tuesday, November 3, 2020 3:42 PM
To: Mayor and Council; Daniel Symer
Cc: PublicComment; Alaxandra Pucciarelli; Tiffany Antol; Daniel Folke; CD Front Counter
Subject: HOH Property Rights Taking Issue

Follow Up Flag: Follow up
Flag Status: Flagged

Mr Symer, Planning and Zoning Commission, City Council:

Please find my comments and observations on the new HOH zoning code proposal as follows:

Page 6 – The bottom table says "Multifamily developments with four dwelling units or more…" does that mean the table above it is for 1-3 units? If so it does not say.

Page8 - Why are you creating a new category of bedrooms per acre in the RPO? Why not just the one new category of bedrooms per acre? Staff already knows that having maximum units /acre in the RPO different does not make any sense as all the other development standards still drive the outcome. Why add a new category that does not make sense?

Page 8 – Footnotes 15 and 16 seem like you are only allowing 3 bedroom or 4 bedroom houses on an entire acre. Why would someone that owns an acre and wants to build and estate get caught up in this snare?

Page 15 – By crossing out "not applicable to mixed use" you are reducing the intended incentive to build mixed use and creating a huge prop 207 issue! This is counter to all goals of the regional plan to build a denser more walkable urban core.

Page 31 – Why create 5 & 6 as special categories? Why not just bedrooms per acre and CUP as needed like everything else in this proposal? Why a special more onerous category for all the local small lot owners? These are the folks that own one lot that will likely sell and its likely their number one asset. Why are you hurting them more than the rich large parcel property owners?

Page 31 B. – Why are you making maximum footprints when we already have setbacks, and this proposal seeks to limit bedrooms/acre and add parking? This is redundant and of course only hurts us locals with the smallest parcels!

Page 34 E. 1. This makes all CUP processes additionally subject to the whim of one person and depending on what they think possibly nixed. Why would you need more than 10-30.30 plus a CUP? This is triple onerous.

Page 34 E. 2 This is impossible in many parts of the city that could be otherwise completely suitable for a 4 plex, and could render a property undevelopable. This is a an attack to totally block development. This is also a discriminatory policy and assumes that anyone in a 4-plex or greater is poor and needs to use the bus.

Page 36 – By crossing out "for multifamily dwelling duplex and triplex you are adding guest parking for a single family home for the first time ever in the city. Why? You already added if for high bedroom counts above. Why hurt ever single family home owner in Flagstaff going forward?

Page 36 – 1 parking space for every bedroom for single family homes, duplexes, and triples is beyond onerous and completely unnecessary. We know people don't own this many cars! This is nuts and designed to hurt the poorest parts of towns property values.

This is far too complicated and cumbersome for local smaller projects and the development community is still advocating for not adopting this code. What happens as we start to build taller buildings to do our part to help climate change and higher density affordable housing projects? All those projects will eventually get snared up in this subjective process. There is also no fundamental reason to snare up every type of building under the sun with this CUP process. There should be a cut off for smaller buildings.

You are adding so much complexity to the code to stop something that has already happened. Nothing you are doing will even apply to any developments currently in the pipeline or any developments for the next 3 years due to prop 207. The student housing cycle is ending on its own like all business cycles because of the supply vs demand economics not because of the zoning code. This adds legislative cost burden to the city of Flagstaff staff and penalizes only existing mostly aging property owners that could make money selling their parcels in the future and don't even know this is happening. This hurts locals only. As the saying goes this is "cutting off your head to spite the face." If you really want to do this consider exempting projects with less than 50 units or some other threshold. This entire process started out of the HUB. Why are we dragging in single family, duplex, triplex, etc…?

We need the code to go the other way and allow for more buildings and less parking. The single greatest threat to humanity is climate change. We need to provide denser more urban areas for people to live to do out part. This is NIMBYism 101 and it looks like you are heading toward the wrong side of history on this one by down zoning our entire city. Everyone in the know will file a prop 207 claim. Everyone else wont and their property values will suffer! This is a bad idea.

Where are the incentives? From my perspective, I've seen 4 years of debating about what the community does not like and trying to remove vested development rights from property owners, but without offering any incentives for the things we do like and want to see in the community. This process could be more thoughtful and not so antagonistic to property owners if it included parking incentives to build lower bedroom count units, as an example, but it does not.

This item needs far more community input and internal staff adjustments, and needs to be pushed to the next council. The student housing cycle will end when it no longer makes financial sense to tear down buildings and build student housing not because you changed any zoning rules. Please don't read this ordinance tonight. The voters passed the zoning code years ago and now we need to build our city.

Also, why is the initial ordinance read on Nov 3rd during the most important election of modern time? Why are you doing this in the 11th hour of this outgoing lame duck administration?

Please enter my comments into the record as I will not be able to attend the meeting.

Thank You,

David Carpenter

HOPE
CONSTRUCTION
GENERAL CONTRACTING & CONSTRUCTION MANAGEMENT

Hope Construction
495 S River Run Rd.

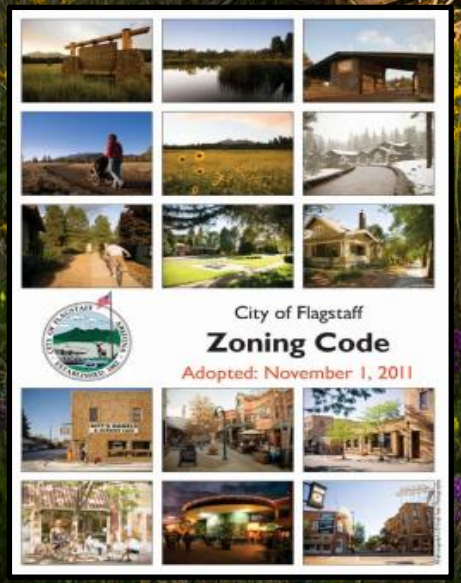
Suite 100
Flagstaff, AZ 86001

P 928-527-3159
F 928-527-0357
C 928-380-5808

Updates to Zoning Code 2020 - High Occupancy Housing Specific Plan

City's Request to Amend the Zoning Code

Case PZ-19-00125



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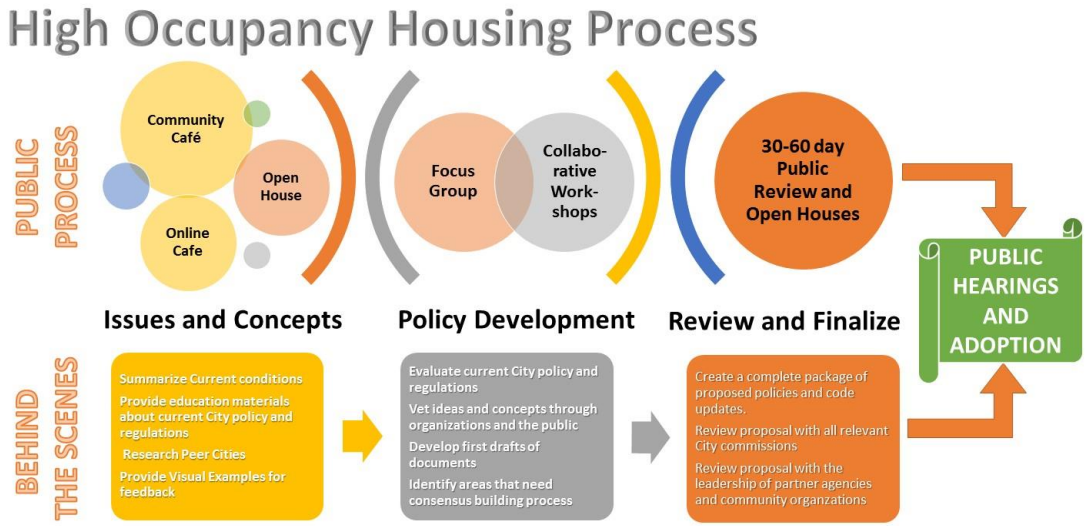
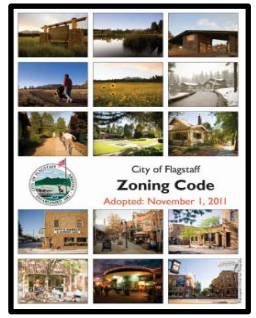
Dan Symer, AICP
Zoning Code Manager

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





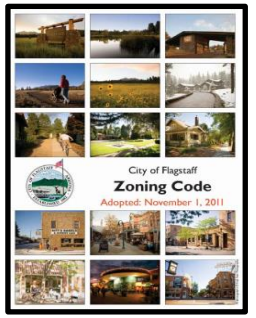
Why did the City adopt the HOH Plan?

- **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).**

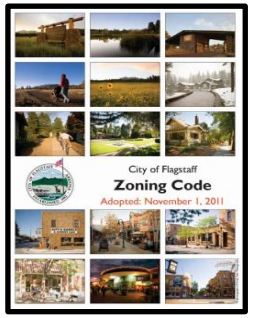


City's Proposed Zoning Code Text Amendment

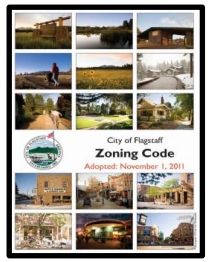
Purpose:

- **Amend the Zoning Code to begin implementing the High Occupancy Housing (HOH) Plan**

- **Remove the Rooming and Boarding provisions**



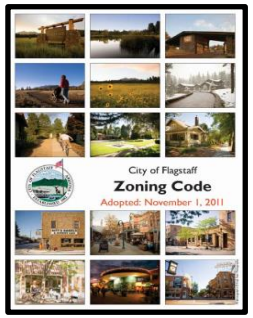
City's Proposed Zoning Code Text Amendment



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

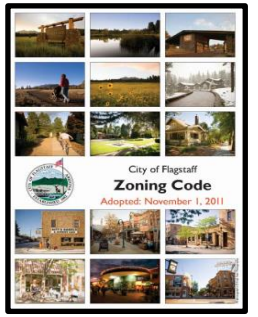
- **Single-Family:**
  - **Rural Residential (RR)**
  - **Estate Residential (ER)**
  - **Single-Family Residential (R1)**
  - **Single-Family Residential Neighborhood (R1N)**
  - **Medium Density Residential (MR)**
  - **High Density Residential (HR)**
  - **Manufactured Housing (MH)**
  - **Community 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)**

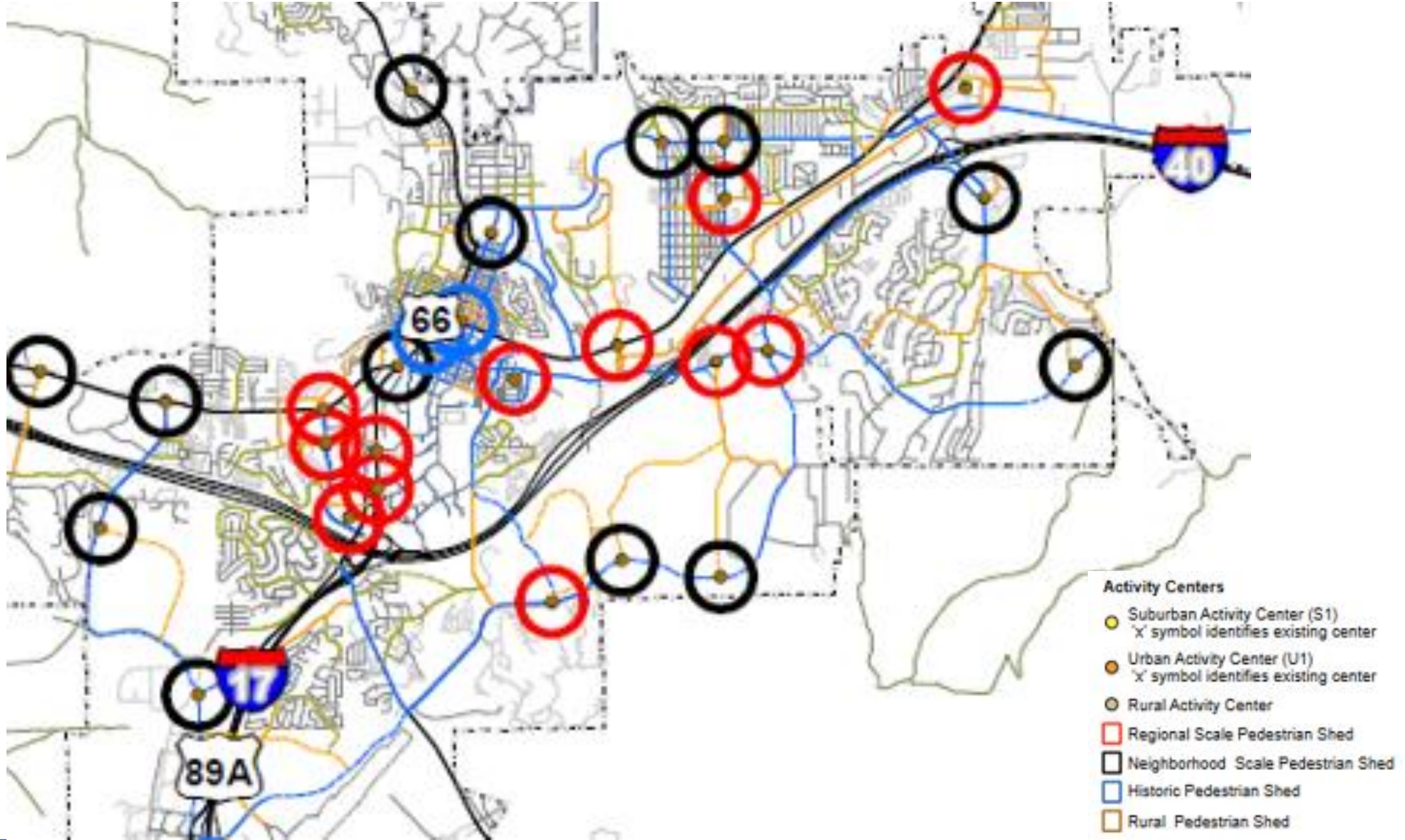
City's Proposed Zoning Code Text Amendment



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)

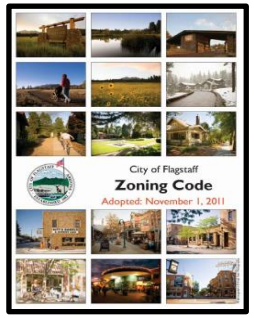
*** An HOHD with four-unit or more must in the pedestrian shed of an activity center**


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

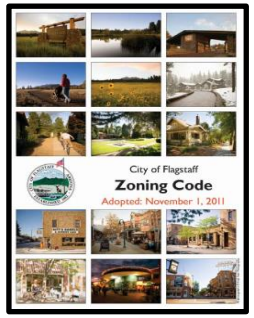
- **Mixed-Use:**
  - **Suburban Commercial (SC)**
  - **Community Commercial (CC)**
  - **Highway Commercial (HC)**
  - **Commercial Service (CS)**
  - **Central Business (CB)**
  - **T5 Main Street (T5)**
  - **T6 Downtown (T6)**



City's Proposed Zoning Code Text Amendment

Residential Zones:

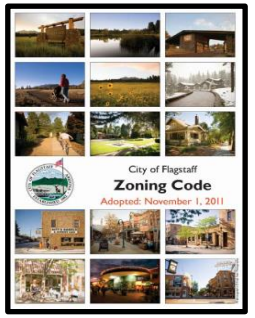
- **No change in the allowed densities**
- **Adding a maximum bedrooms per acre requirement without an HOHD Conditional Use Permit**
- **Adding a maximum bedrooms per acre requirement with an HOHD Conditional Use Permit**



City's Proposed Zoning Code Text Amendment

Commercial and Transect Zones

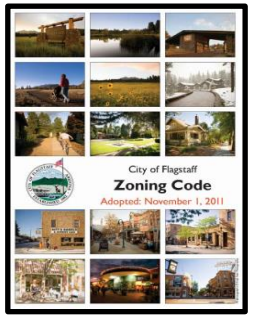
- **No change in the allowed density in the Suburban Commercial (SC)**
- **Adding a maximum density (29 DU/AC) without a Conditional Use Permit in:**
  - **Community Commercial (CC)**
  - **Highway Commercial (HC)**
  - **Commercial Service (CS)**
  - **Central Business (CB)**
  - **Transect zones**
- **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

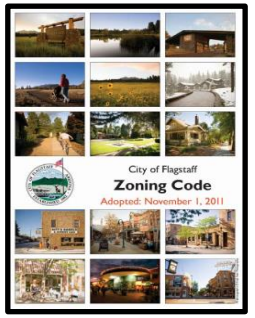
- **General requirements**
  - **Locations**
  - **Unit distributions**
  - **Maximum bedrooms in two- and three- unit**
- **Vehicle and bike parking requirements**
- **Building footprint sizes and separation requirements**



City's Proposed Zoning Code Text Amendment

Specific to use property development criteria

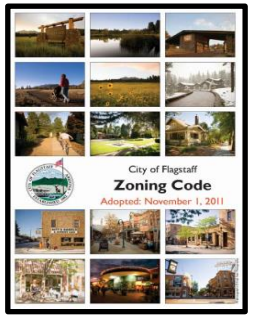
- **Waste management plan**
- **Crime free multi-housing program**
- **Transit pass parking reduction pilot program**



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

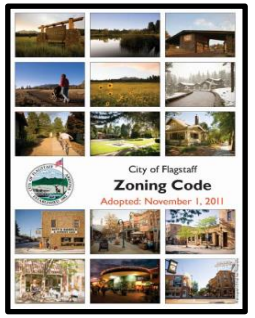
Findings for Zoning Code Text Amendments:

(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



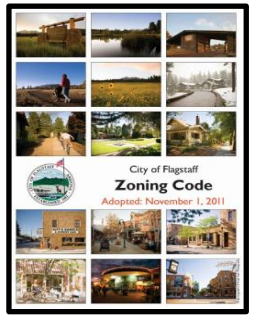
Staff Recommendation

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**

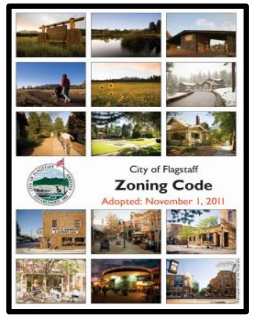


High Occupancy Housing Zoning Code Text Amendment

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

City Council

Comments, Questions and Discussion



7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dan Folke, Community Development Director

Co-Submitter: Bryce Doty

Date: 11/12/2020

Meeting Date: 11/17/2020

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:

1) Read Ordinance No. 2020-29 by title only for the final time
2) City Clerk reads Ordinance No. 2020-29 by title only (if approved above)
3) 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
Exhibit A
Exhibit A1
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 1,168 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, 1,168 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

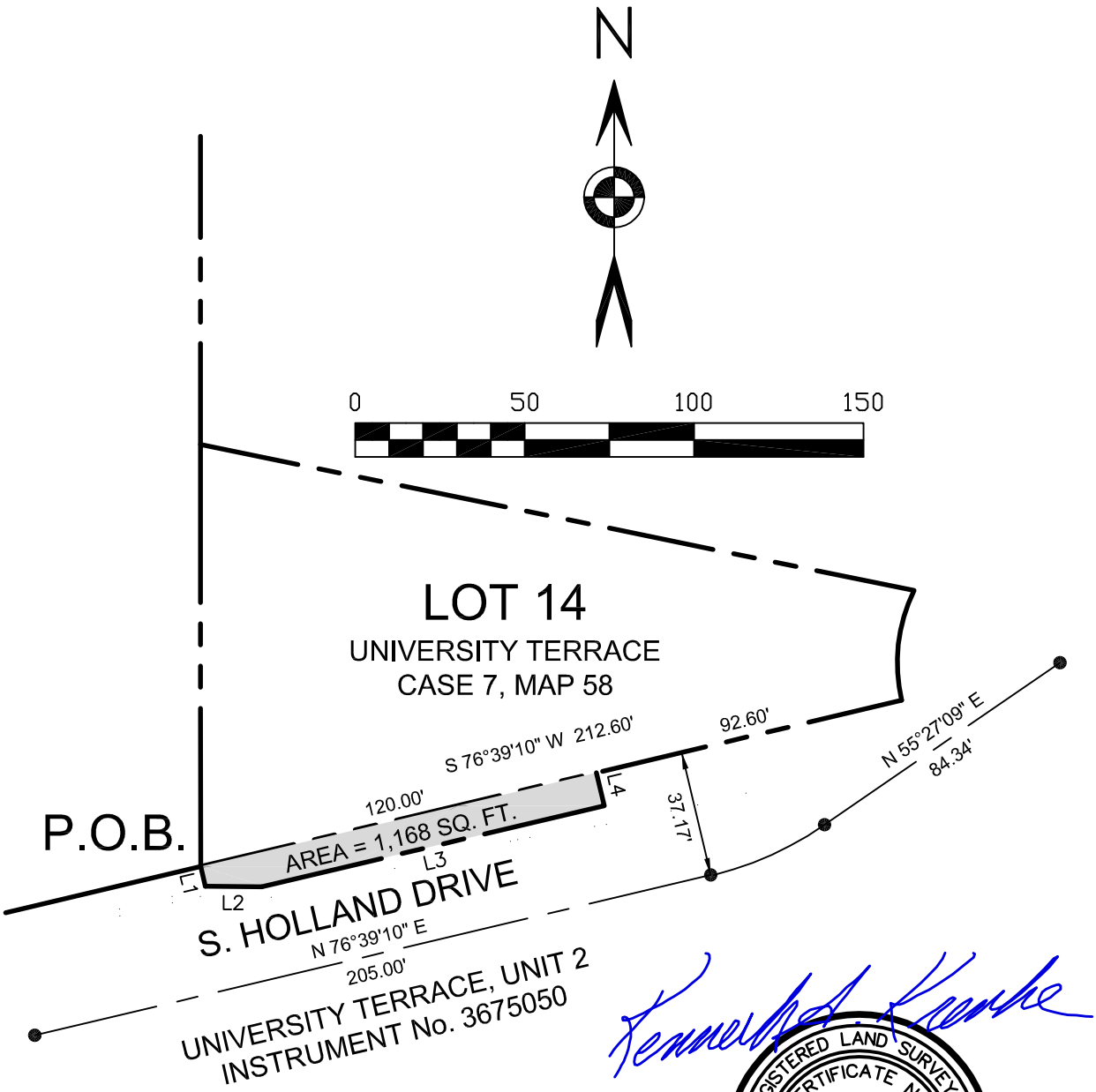
Exhibits:

Exhibit A – Legal description and map

Northland Exploration Surveys, Inc.

EXHIBIT "A-1"

A portion of South Holland Drive, University Terrace, Unit 2, as recorded in Instrument No. 3675050 of the Records of Coconino County, situated in the Northwest 1/4 of Section 32, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



LINE	BEARING	DISTANCE
L1	S 13°20'50" E	5.99'
L2	S 89°25'21" E	16.68'
L3	N 76°39'10" E	103.81'
L4	N 13°20'50" W	10.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
11/11/2020
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2021

NES # 20-127

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A-1"

LEGAL DESCRIPTION:

A portion of South Holland Drive, University Terrace, Unit 2, as recorded in Instrument No. 3675050 of the Records of Coconino County, situated in the Northwest 1/4 of Section 32, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest lot corner of Lot 14, University Terrace as recorded in Case 7, Map 58 of the Records of Coconino County, said point being on the Northerly Right-of-Way line of said South Holland Drive, thence S 13° 20' 50" E, perpendicular to the said Northerly Right-of-Way line, for a distance of 5.99 feet to a point;

thence S 89° 25' 21" E for a distance of 16.68 feet toa point 10 feet Southeasterly of said Northerly Right-of-Way line;

thence N 76° 39' 10" E, 10 feet Southeasterly of and parallel to the said Northerly Right-of-Way line, for a distance of 103.81 feet to a point;

thence N 13° 20' 50" W, perpendicular to the said Northerly Right-of-Way line, for a distance of 10.00 feet to the said Northerly Right-of-Way line;

thence S 76° 39' 50" W, along said Northerly Right-of-Way line, for a distance of 120.00 feet to the **POINT OF BEGINNING**,

said portion of South Holland Drive contains 1,168 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

NES # 20-127.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
11/11/2020
Date Signed
ARIZONA, U.S.A.
EXPIRES 06/30/2021

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

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.

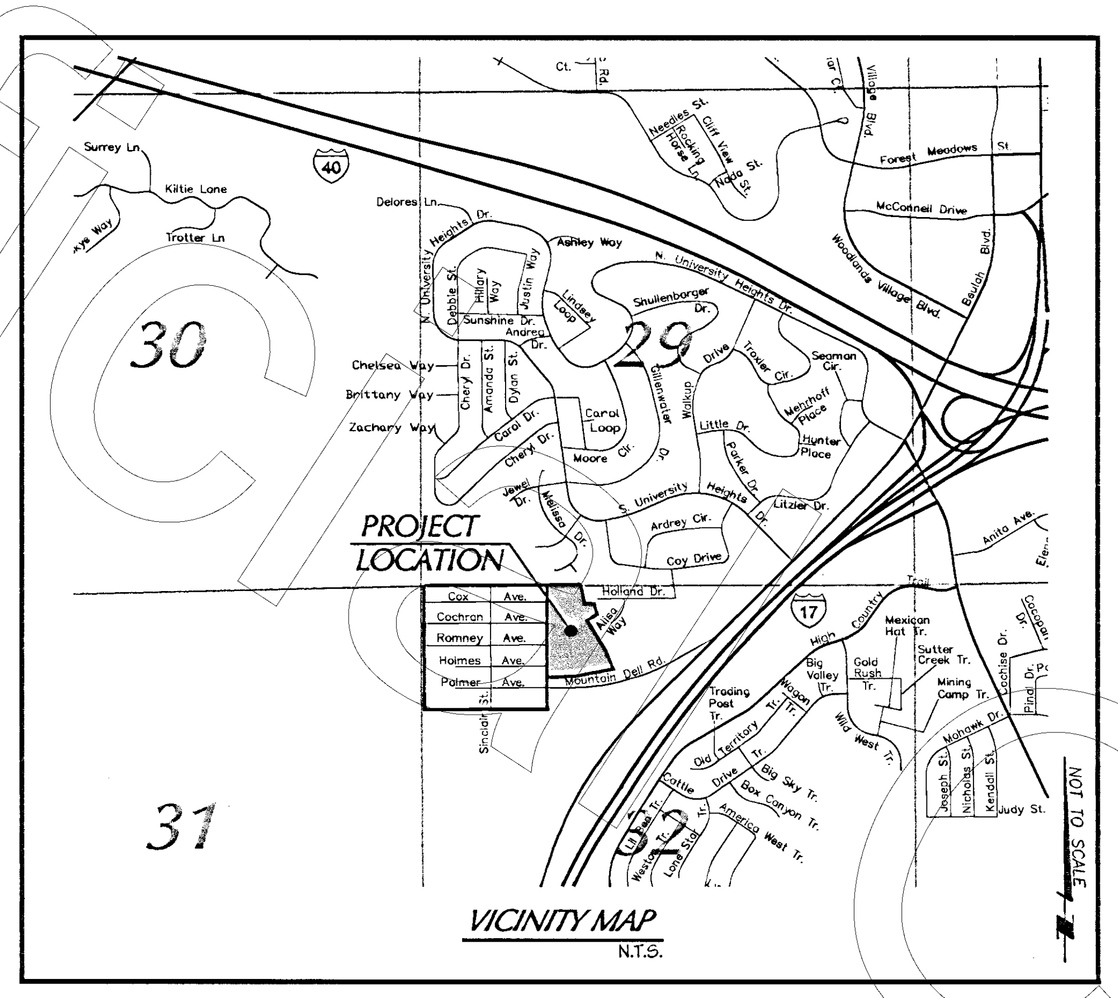
FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED 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.

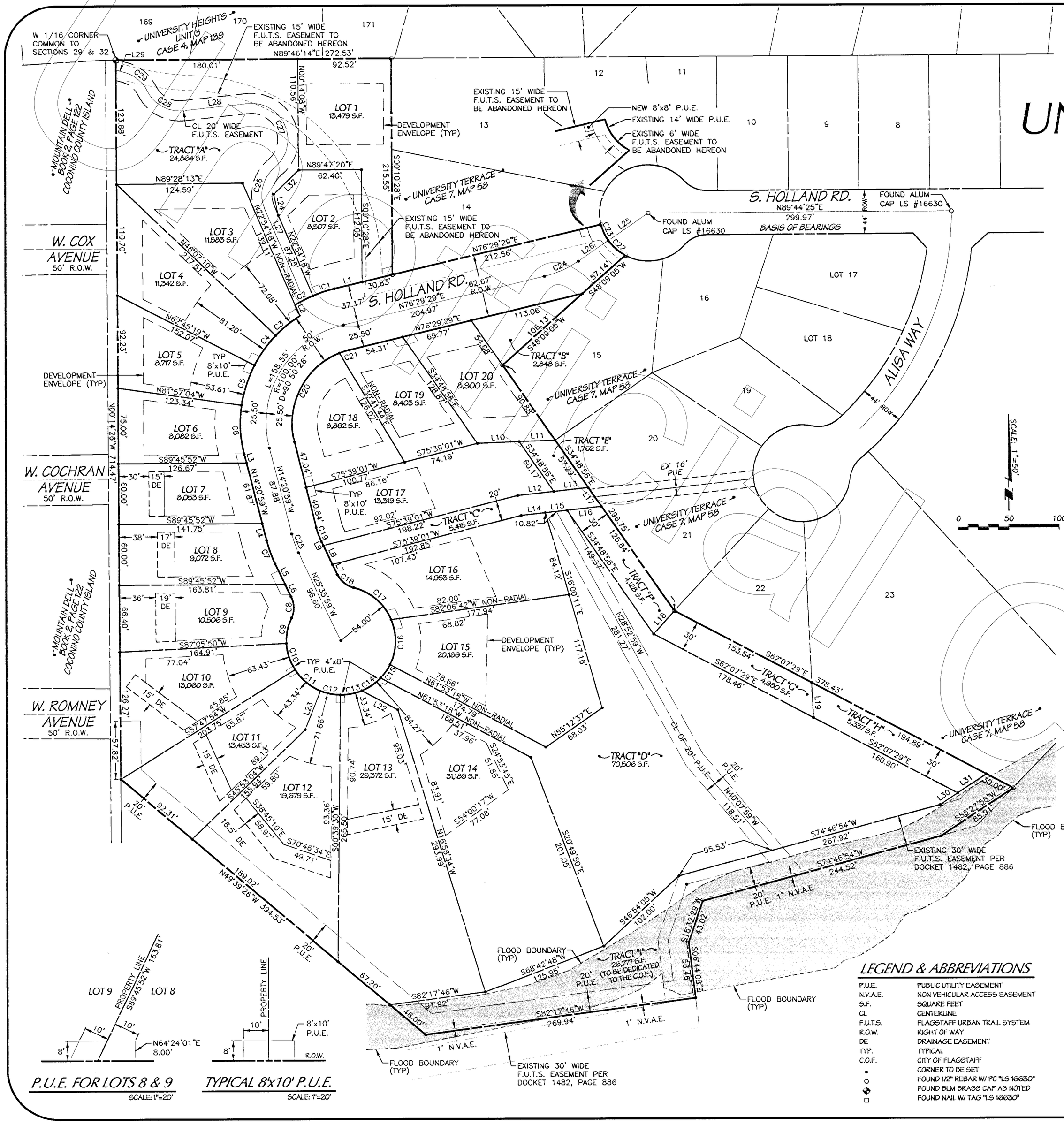
ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED OR ENCROACHED UPON. ADDITIONALLY, 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"
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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

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FRONT = 15' MIN (FOR MAIN PORTION OF DWELLING)
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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

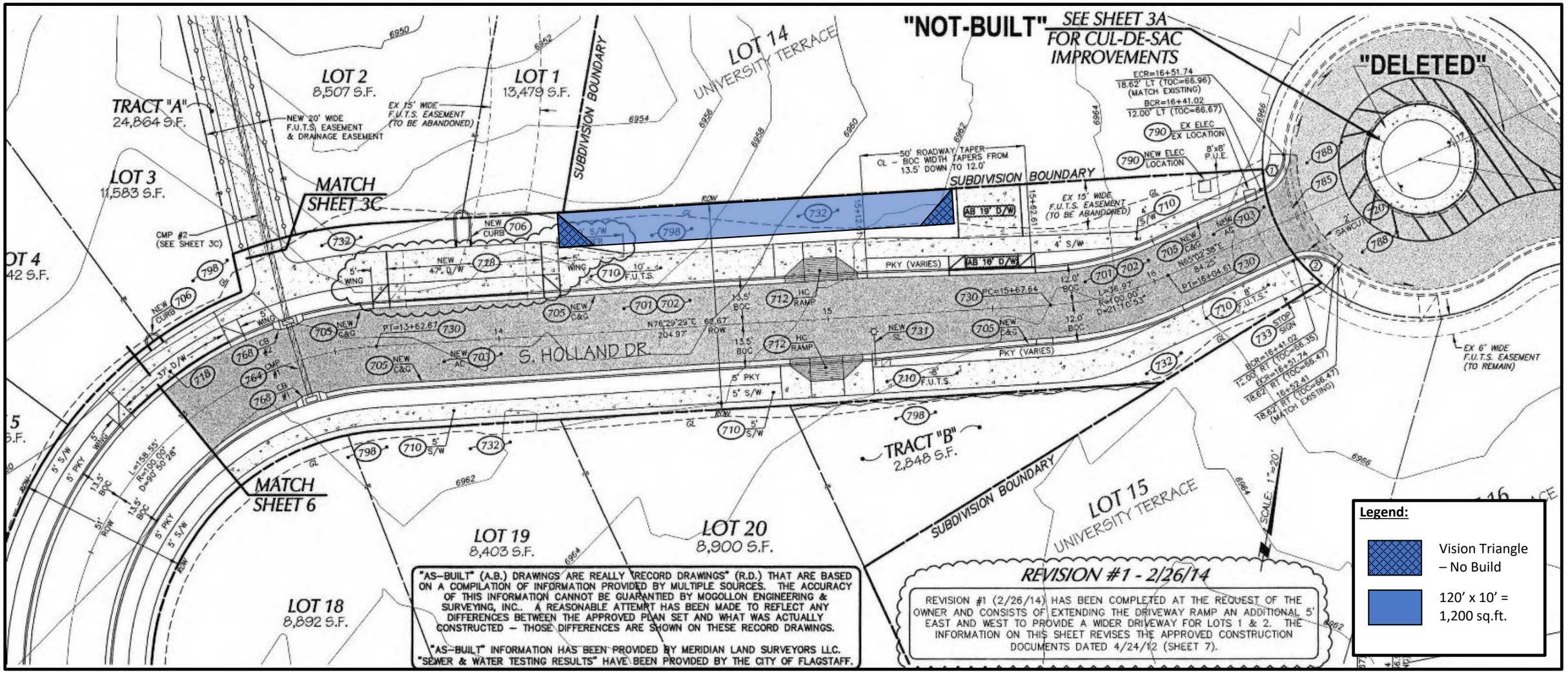
Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, AZ. 86002
Phone: 928-214-2014 • Fax: 928-913-0115

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**

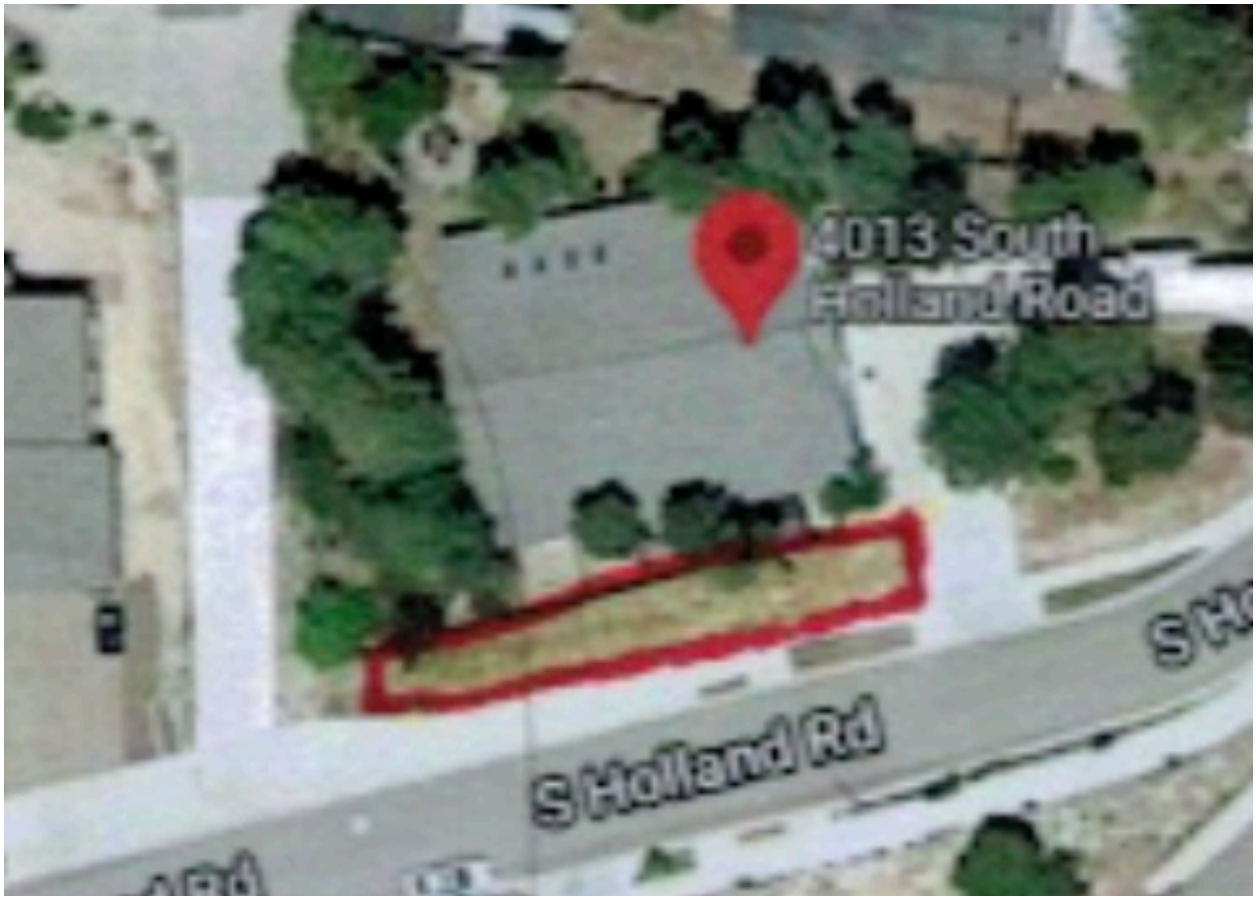
    - The Developer did not construct the **Right of Way** to **City Code** requirements for soil erosion and ground cover
    - After an ineffective attempt to force the Developer to correct the **Right of Way** requirements, the City agreed to improve the **Right of Way** to **City Code** in July, 2017
    - 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

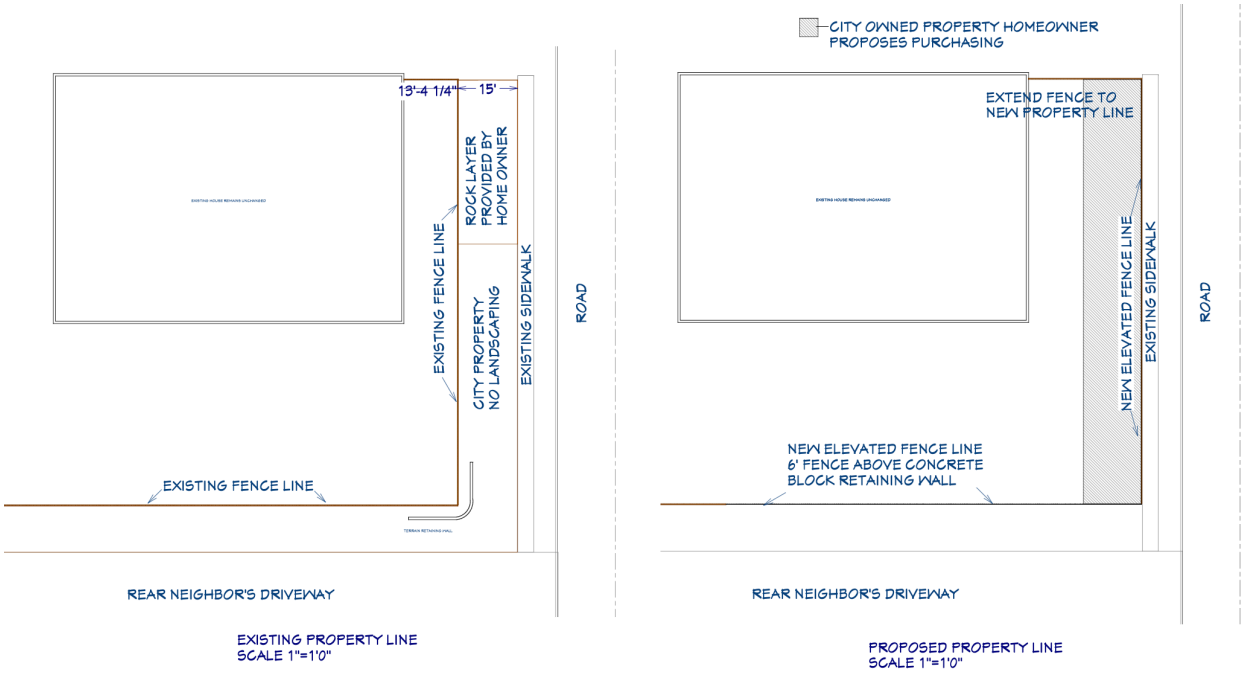
- Overall compliance with **City Code**
    - Intent of **City Code** will be achieved as perimeter fence will provide consistent lot appearance to other residences within neighborhood
    - **New** 6' privacy fence will be constructed around **the Property**
        - More aesthetically pleasing for 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

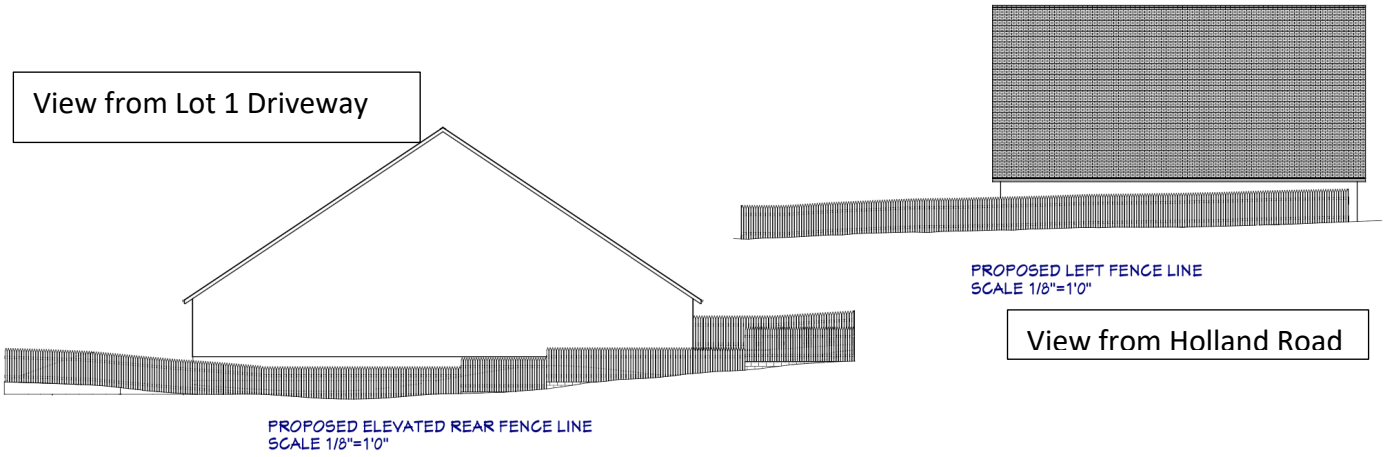
View of land to be purchased



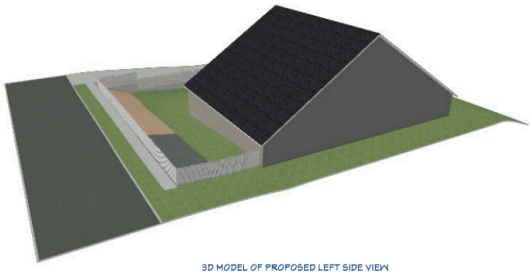
Aerial Schematic of Existing and New Fence Line



Schematic of New Fence Restoring Full 6’ Privacy



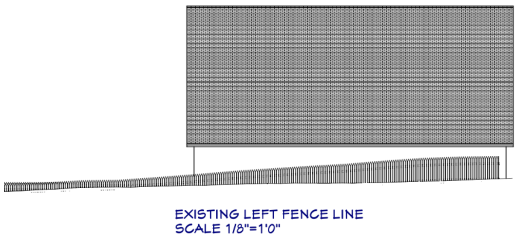
Rendering of new side fence



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

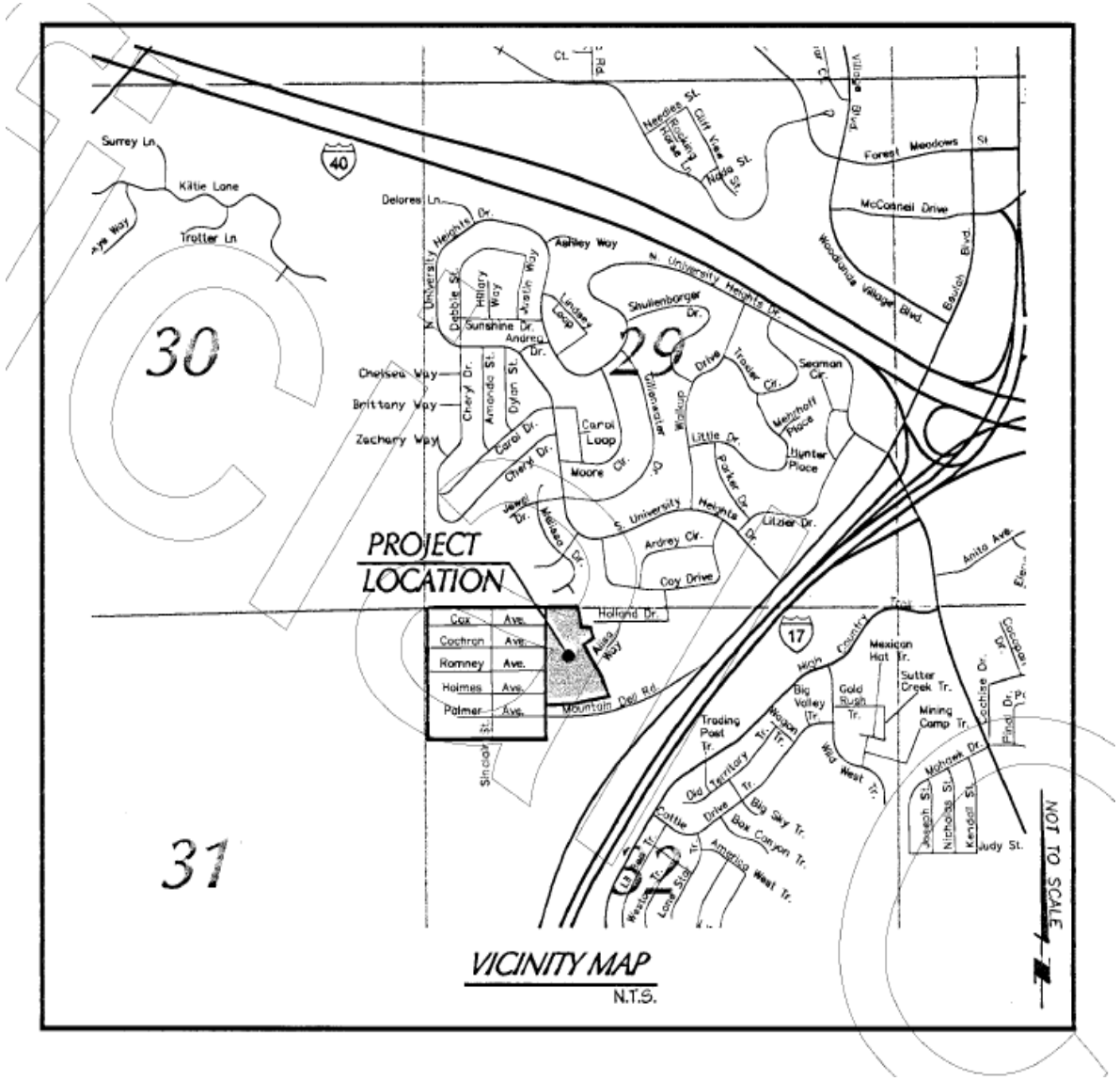
S. Holland Road Abandonment

- 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

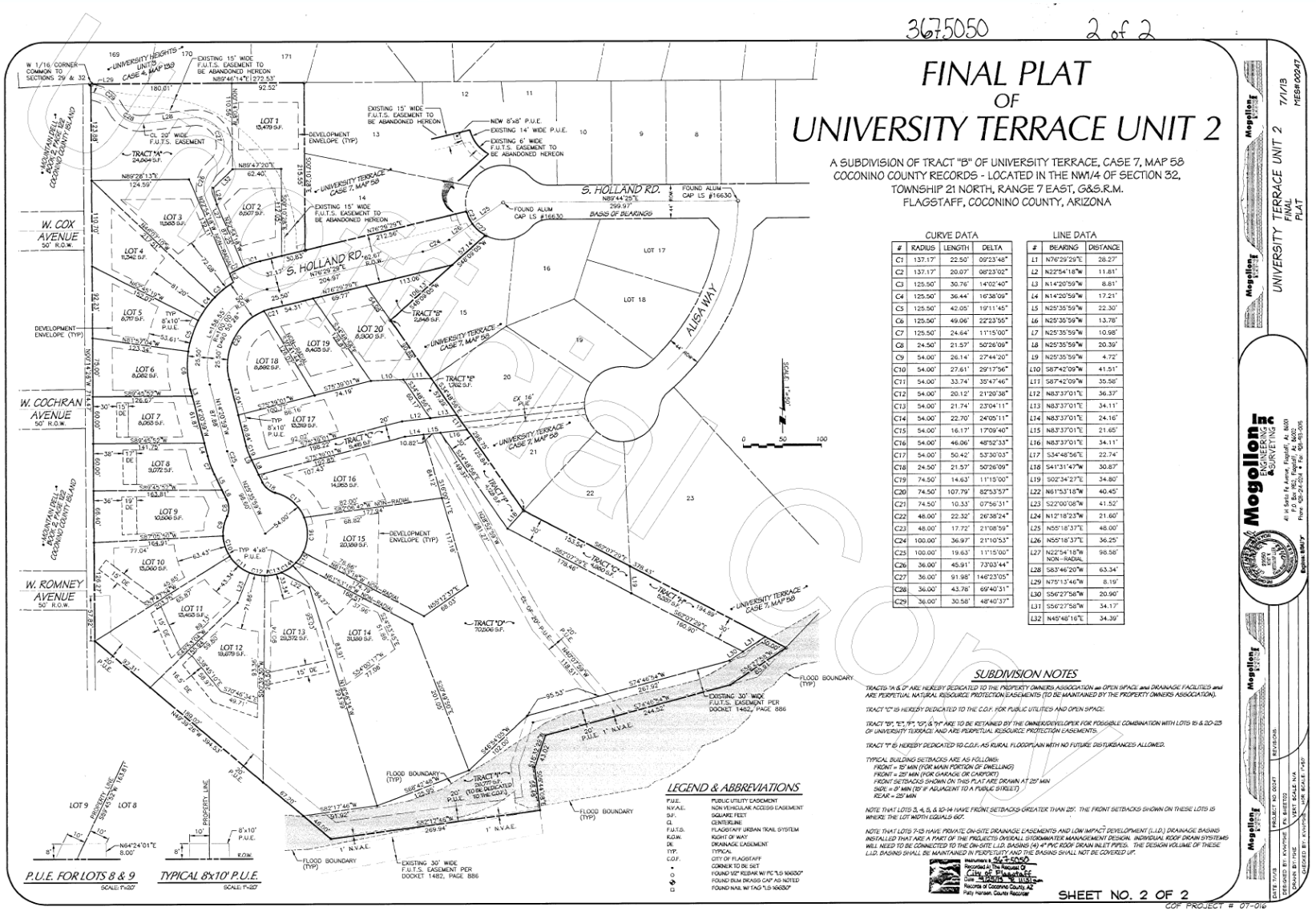
S. Holland Road Abandonment

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"
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C3	125.50'	30.76'	14°02'40"
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L17	S34°48'56"E	22.74'
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L23	S22°00'08"W	41.52'
L24	N12°18'23"W	21.60'
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FRONT SETBACKS SHOWN ON THIS PLAT ARE DRAWN AT 25' MIN
SIDE = 9' MIN (10' IF ADJACENT TO A PUBLIC STREET)
REAR = 25' MIN

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LEGEND & ABBREVIATIONS

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N.V.A.E.	NON VEHICULAR ACCESS EASEMENT
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C.L.	CENTERLINE
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R.O.W.	RIGHT OF WAY
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TYP.	TYPICAL
C.O.F.	CITY OF FLAGSTAFF
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Date 11/20/13 Time 11:03:00
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Patty Hansen, County Recorder

SHEET NO. 2 OF 2

COF PROJECT # 07-016

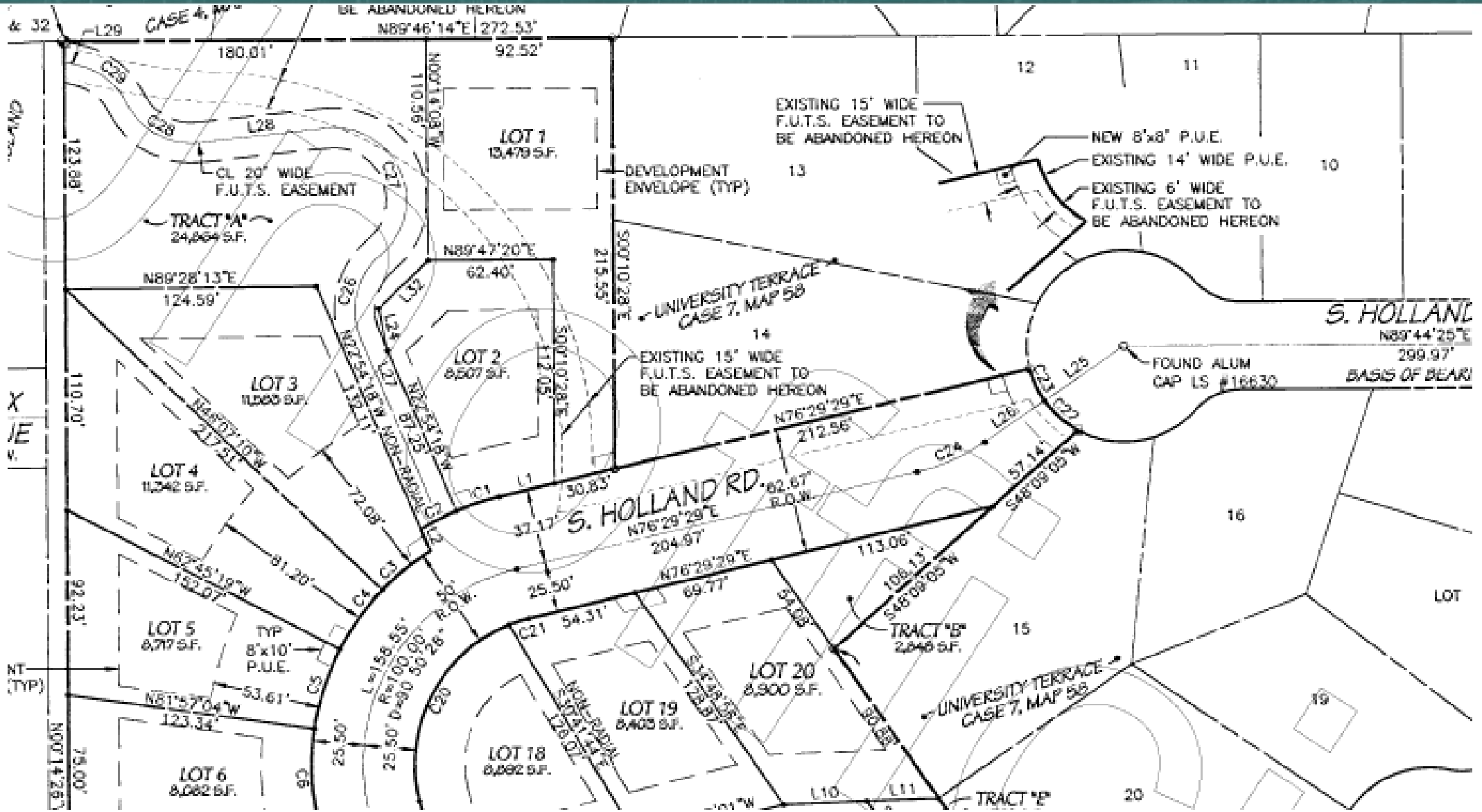
Mogollon Inc ENGINEERING & SURVEYING
Al si Sells Ft. Avenue, Flagstaff, Az. 86001
P.O. Box 1462, Flagstaff, Az. 86002
Phone: 928-774-1214 Fax: 928-774-1215

UNIVERSITY TERRACE UNIT 2
FINAL PLAT
7/1/13
MES# 00247

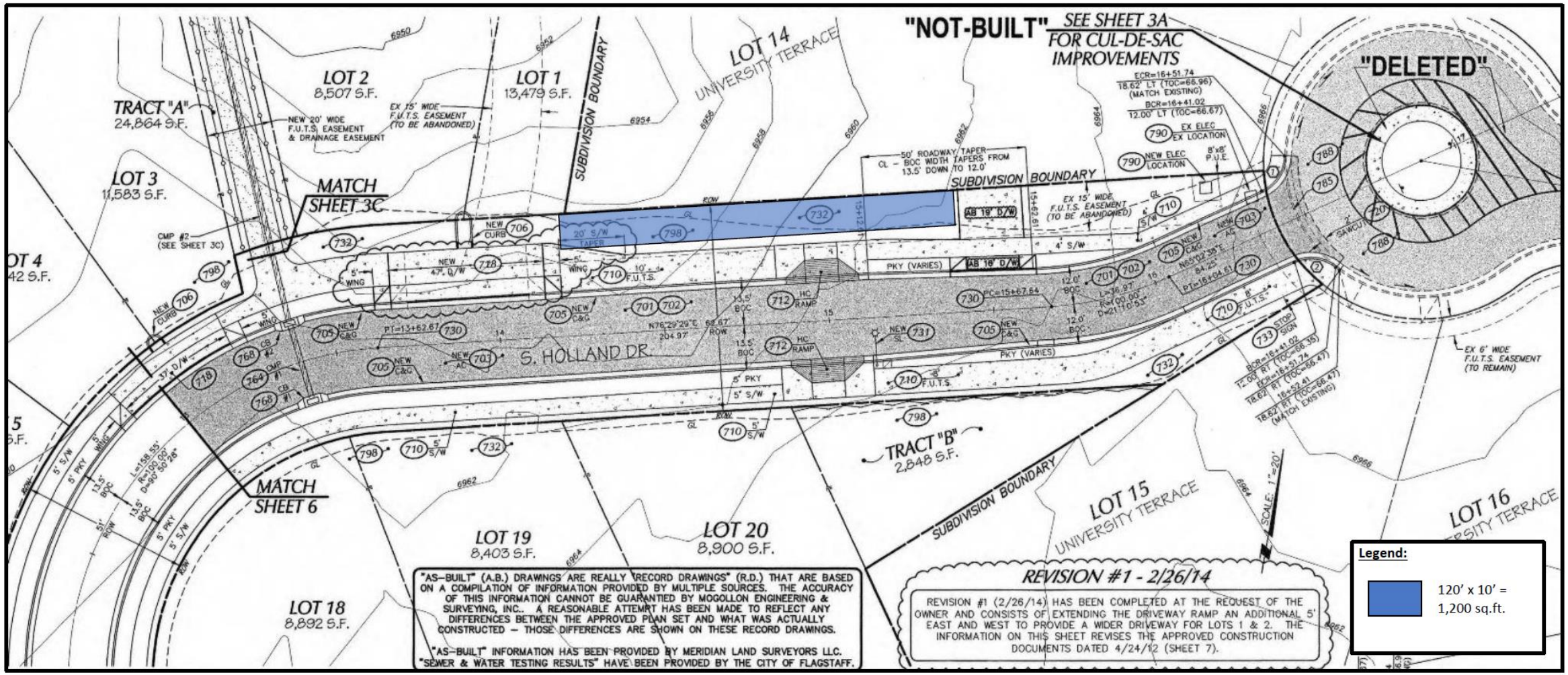
P.U.E. FOR LOTS 8 & 9
SCALE: 1"=20'

TYPICAL 8'x10' P.U.E.
SCALE: 1"=20'

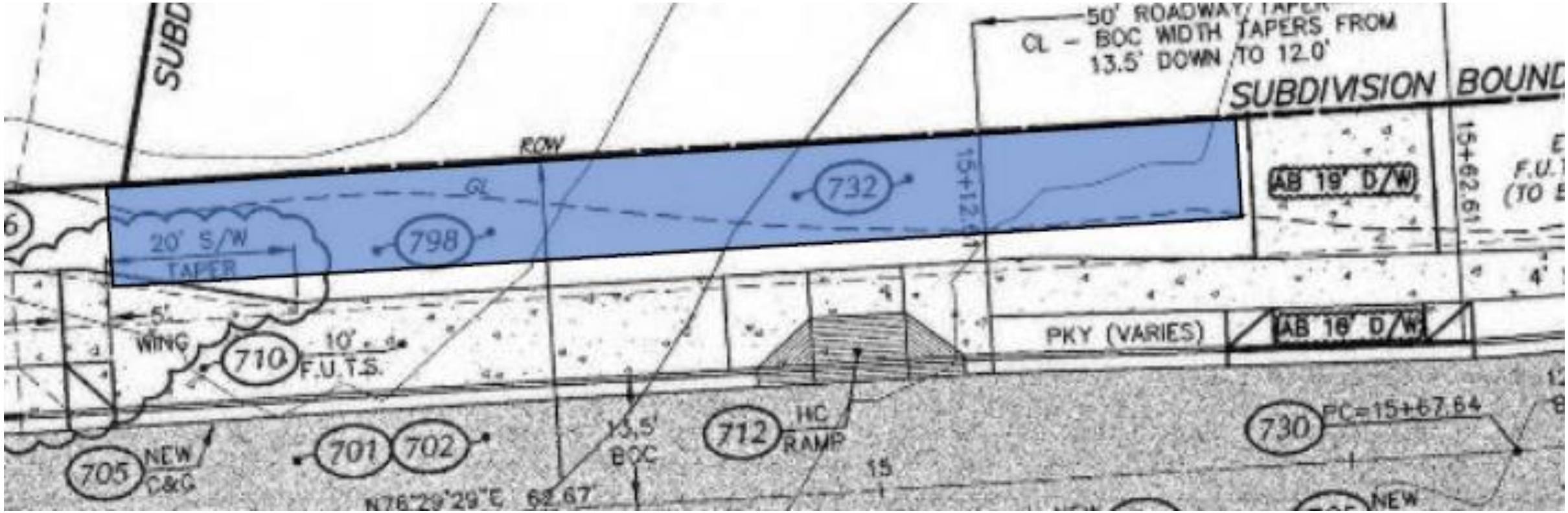
S. Holland Road Abandonment



S. Holland Road Abandonment



S. Holland Road Abandonment



S. Holland Road Abandonment

S. Holland Road Abandonment

S. Holland Road Abandonment

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?

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	11/12/2020
Meeting Date:	11/17/2020

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:

1) Read Ordinance No. 2020-30 by title only for the final time
2) City Clerk reads Ordinance No. 2020-30 by title only (if approved above)
3) 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

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Approval of Amendment One to the Construction Manager At Risk Construction Services Agreement: for the northern portion of the Coconino Estates Improvements Phase I Project.

STAFF RECOMMENDED ACTION:

1. Approve Amendment One to the Construction Manager At Risk (CMAR) Construction Services Agreement No. 2019-37, with Eagle Mountain Construction, to include the Guaranteed Maximum Price (GMP) for the northern portion of the Coconino Estates Improvements Phase I Project in the amount of $3,192,513.34 with no changes to the contract duration; and
2. Approve an Owner's Contingency of $74,842.99, which is approximately 2.3% of the Guaranteed Maximum Price for the northern portion of the Project.
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends the approval of Amendment One to the Construction Manager at Risk (CMAR) Construction Services Agreement (Agreement) No. 2019-37, with Eagle Mountain Construction (EMC), in the amount of $3,267,356.33. The approval of this amendment will authorize the construction of the northern portion of the Coconino Estates Improvements Phase I Project (Project) and will bring the Total Contract Price for the entire Project up to $9,855,639.33 with no change to the current contract duration of 900-calendar days. Council awarded the southern portion of the Project on May 5, 2020, in the amount of $6,588,283.00, with the understanding that the northern portion would be presented for Council's consideration in the fall as an amendment to the original Agreement. The northern portion limits include the area of Whipple Road and Navajo Drive north of Beal Road. The southern portion limits include Beal Road, Navajo Drive south of Beal Road, and Navajo Road. Please refer to the attached context and vicinity maps.

Improvements on the northern portion streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, curb & gutter, and the entire asphalt roadway, except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for street lighting. There will not be sidewalk added to the streets in the northern portion.

Construction of the southern portion began in May. Pending Council's approval, construction of the northern portion is anticipated to begin in the summer of 2021. The originally approved 900-calendar day duration will cover the construction of both southern and northern portions of the Project spanning over three construction seasons, with both portions completed by fall 2022.

Financial Impact:

The majority of the Coconino Estates Improvements Phase I Project is funded by the total budget appropriations of $14,514,537 (includes FY 2020-2021 budget through FY 2022-2023 proposed) from the Coconino Estates budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays Funds. The other funding source is $500,000.00 from the General Improvements and Partnering Opportunities line item under the Transportation Tax Fund for constructing the underground electric lines and sidewalk in certain sections where they do not currently exist.

Policy Impact:

No impact.

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.

Sustainable, Innovative Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Regional Plan

Goal T.2.

Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406).
- Council approved both Contracts for Engineering Professional Services and CMAR Design Phase Services for the design of the Project at the May 7, 2019, Council Meeting.
- Council approved and adopted the Road Repair and Street Safety - Utility Replacements and Overlays - Coconino Estates FY 2021 budget.
- Council approved the award of the CMAR Construction Services Agreement, with Eagle Mountain Construction, for the southern portion of the Coconino Estates Improvements Phase I Project on May 5, 2020.

Options and Alternatives:

1. Approve the award for the Agreement as recommended. Approval will allow work to move forward on the northern portion of the Project; or,
2. Reject approval of the award as recommended. This action would delay the Project
    a. If rejection occurs, a possible option is:
        1. Ask staff to re-evaluate the recommendation.

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the General Election voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Navajo Road, Navajo Drive, and Beal Road all qualified to receive pavement and utility improvements due to the existing pavement overall condition index (scale of 100-0) being at or below 50 and the existing utilities needing repair or replacement due to consistent need for maintenance or age. The proximity of these streets made them ideal projects to combine into the Coconino Estates Improvements Phase I Project.

Key Considerations:

The Project is in the Coconino Estates neighborhood. The northern and southern portions of the Project, depicted in the attached vicinity map, consist of the following streets:

- Southern Portion
  - W. Navajo Road from N. Navajo Drive to N. Fort Valley Road
  - N. Navajo Drive from W. Navajo Road to W. Beal Road
  - W. Beal Road from N. Rockridge Road to N. Fort Valley Road
- Northern Portion
  - N. Navajo Drive from W. Beal Road to W. Murray Road.
  - W. Whipple Road from N. Navajo Drive to N. McMillan Road (only waterline improvements).

The improvements on the streets shown in the vicinity map generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, curb & gutter, sidewalk, and the entire asphalt roadway, except for Whipple Road which will only receive a new water main. There will be new infrastructure added consisting of underground electric lines for street lighting and in the southern portion there will be sidewalk added on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. There will not be sidewalk added to the northern portion on Navajo Drive north of Beal. The decision to add sidewalk to these particular sections of roadway was based on the results of a collaborative neighborhood survey performed by the Project Team.

The Construction Manager at Risk (CMAR) method of procurement was selected to expedite the design and construction schedule and to accommodate complex sequencing of construction activities for a complex Project with limits in an established neighborhood, near multiple schools, and on a Mountain Line bus route. The CMAR process is a collaborative effort, which allows for flexibility with delivering design and construction of Projects and an open dialog between City, Design Consultant, and Contractor on critical design and construction issues to minimize impacts to the community during construction.

Expanded Financial Considerations:

The majority of the Coconino Estates Improvements Phase I Project is funded by the total budget appropriations of $14,514,537(includes FY 2020-2021 budget through FY 2022-2023 proposed) from the Coconino Estates budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays Funds. The other funding source is $500,000.00 from the General Improvements and Partnering Opportunities line item under the Transportation Tax Fund for constructing the underground electric lines and sidewalk in certain sections where they do not currently exist.

The CMAR's Contingency for the northern portion is $25,000.00, which is included in the GMP of $3,192,513.34. The Owner's Contingency of $74,842.99, approximately 2.3% of the GMP, combined with the GMP equals the Contract Price of $3,267,356.33 for the northern portion. The City of Flagstaff is the Owner. The Contract Price for the southern portion was $6,588,283.00. Approval of this amendment will bring the Total Contract Price for the entire Project up to $9,855,639.33.

	Southern Portion	Northern Portion	Total
CMAR's Contingency	$75,000.00	$25,000.00	$100,000.00
GMP (includes CMAR's Contingency)	$6,439,393.97	$3,192,513.34	$9,631,907.31
Owner's Contingency	$148,889.03	$74,842.99	$223,732.02

Contract Price	$6,588,283.00	$3,267,356.33	$9,855,639.33

Owner's Contingency – A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR's GMP packages. Use and management of the Owner's contingency is described in Section 5.3.3.

- Section 5.3.3 – Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

CMAR's Contingency – A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1 and 5.3.2.

- Section 5.3.1 – CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.
- Section 5.3.2 – When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 35 – 72 years old, to meet current standards and minimizing the possibility of emergency repairs and associated service outages.
- Improving drainage issues and extending the life expectancy of the roadway by installing correctly sized storm drain infrastructure and eliminating low spots in the existing curb lines.
- Eliminating maintenance of overhead lines and the constant trimming of trees by installing underground electric lines to power streetlights.
- Improving intersection safety by reconfiguring the roadway geometry to increasing sight distance.
- Replacing aging and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Creating safer streets by adding sidewalk, where sidewalk does not currently exist, to roadways with high volumes of traffic in proximity to local schools and regional parks.
- Replacing defective select edge improvements such as existing curb and gutter that impedes stormwater flow and existing sidewalk with tripping hazards.
- Reducing required maintenance with the construction of the new infrastructure.
- Coordinating construction on multiple streets to minimize inconveniences to the public and to reduce costs.

Community Involvement:

Inform, Involve, Empower:

- In November 2014, voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff.
- The Project is shown in the interactive map located under the Road Repair and Street Safety Updates on the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety
- In May 2019, Staff sent Upcoming Project Notices to property owners along the Project.
- In June, a website was set up for the Project with information about the design of the Project. The link www.coconinoestates.com was included on all outreach documents distributed to the surrounding neighborhood.
- In June 2019, Beta PR, on behalf of the City, sent general Project information and invitations to property owners and tenants in the neighborhood for the first Community Open House Meeting.
- In June 2019, the Project Team setup a booth with Project information and invitations to the Community Open House Meeting at Concerts in The Park held at the Jim Cullen Memorial Park in the Coconino Estates Neighborhood.
- In July 2019, Beta PR sent 548 Sidewalk Surveys to property owners and tenants in the neighborhood to gather input on support for sidewalk where it does not current exist within the Project limits.
- In July 2019, Beta PR made multiple attempts to hand deliver the Community Open House Meeting invitation and Sidewalk Survey to each stakeholder along the Project.
- On July 25, 2019, the first Community Open House Meeting was held at Marshall Elementary. The Project Team was in attendance. A six-minute video was played on a loop to provide an overview of the Project as attendees entered. The Project Team presented the Project information, held discussions, received feedback from the public, and provided an opportunity for the Sidewalk Survey to be filled out and submitted. A total of 88 attendees signed in at the welcome table.
- Sidewalk Surveys were accepted up to the second week in August 2019, at which point 190 surveys were received.
- Beta PR established a Project Hotline during the design of the Project for interested parties to use as a resource for Project information, answers Project specific questions, and for contacting the Project Team throughout the duration of the Project, including the construction.
- Beta PR began to gather contact information during the design of the Project and will continue to do so, to create a database to electronically distribute weekly eNews articles to the interested parties consisting of updates and information throughout the duration of the Project, including the construction.
- In November 2019, Beta PR distributed the Sidewalk Survey Results and invitations to property owners in the neighborhood for the second Community Open House Meeting.
- On November 14, 2019, the second Community Open House Meeting was held at Marshall Elementary. The Project Team were in attendance and presented the revisions to the Project based on feedback received at the first meeting, held discussions, and received feedback from the public. A total of 44 attendees signed in at the welcome table.
- Other Project Stakeholders including ADOT, FUSD, and Mountain Line were notified of the upcoming Project and were coordinated with on the traffic control and phasing plans.
- All the Emergency and relevant Public Service organizations were notified of the Project prior to construction and will continue to receive updates throughout construction.
- In March 2020, the Project Team redesigned the Project website to include construction information and still maintained the same link of www.coconinoestates.com.
- In lieu of the Pre-Construction Community Open House Meeting that was scheduled for April 2020, that was canceled due to the COVID Pandemic, the Project Team put together a detailed Preconstruction Presentation Video and posted it to the Project website.
- On May 1, 2020, Beta PR released the eNews letter notifying the neighborhood that the southern portion of the Project would be starting at the end of May and EMC hand delivered copies of eNews letter to the residence along the first construction zone on Navajo Road.
- The Project Team also put together a Video to provide additional information regarding the use, reasoning, and benefits to utilizing the Thorpe Park Annex as a Temporary Construction Yard for the Project and posted it to the Project website.

- Staff has individually met with multiple property owners and will continue to do so through construction.
- EMC, Beta PR, and Staff have been and will continue to be intimately involved with the coordination of construction activities and keeping the stakeholders informed on schedule, sequence, and impacts through construction.
- We have received multiple complements from the residents on Navajo Road regarding EMC's coordination efforts with the residents, including this one "I just moved into a place on Navajo Rd and the Eagle Mountain team could not be nicer or more helpful. All my neighbors feel the same way I do about the project going well and while I was not living here for the sidewalk "scandal", everyone seems excited about them now."

Expanded Options and Alternatives:

1. Approve the award for the Agreement as recommended. Approval will allow work to move forward on the northern portion of the Project; or,
2. Reject approval of the award as recommended. This action would delay the Project
    a. If rejection occurs, a possible option is:
        1. Ask staff to re-evaluate the recommendation.

Attachments:

Amendment 1
GMP - Coconino Estates Improvements Phase I North
CMAR's and Owner's Contingency Justification
Context Map - Coconino Estates Improvements Phase 1
Vicinity Map - Coconino Estates Improvements Phase I

AMENDMENT ONE

Coconino Estates Improvements Phase I
Construction Manager at Risk Agreement

Construction Services Northern Portion – Amendment No. 1

Project No. 03-18005
Agreement No. 2019-37

This First Amendment ("Amendment") to the fully executed Construction Manager at Risk Services Agreement No. 2019-37 dated 5/21/20 (the "Agreement") for the Coconino Estates Improvements Phase I (the "Project") is made and entered into this ____ day of _____, 2020, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Eagle Mountain Construction, an Arizona corporation with offices at 3100 Cadent Ct., Flagstaff, Arizona 86004.

This Amendment is for the CMAR Construction Phase Services of the northern portion of the Coconino Estates Improvements Phase I Project Scope. Scope of Work for the northern portion is pursuant to the Scope of Work outlined in Amendment One Exhibit A.

The parties to the Agreement for Coconino Estates Improvements Phase I project, the City of Flagstaff and Eagle Mountain Construction, hereby agree to the following Amendment: all other provisions of the Agreement shall remain unchanged in full force and effect. New text is underlined.

ARTICLE 5 – CONTRACT PRICE

5.1 – Contract Price

5.1.1 The original Agreement Contract Price for the CMAR Construction Services Fee for the southern portion is in the amount of **$6,588,283.00**. The Contract Price for the northern portion is **$3,267,356.33**, which includes a Guaranteed Maximum Price of $3,192,513.34 and an Owner's Contingency of $74,842.99 the sum of which is the Contract Price for the southern portion.

EXHIBIT A – GMP - Coconino Estates Improvements Phase I North, dated 10/19/20, 2 page(s).

The total Contract Price under the Agreement, as amended by this Amendment, shall be **nine million, eight hundred fifty-five thousand, six hundred thirty-three dollars and thirty-three cents ($9,855,639.33).**

ARTICLE 6 – CHANGES TO CONTRACT PRICE AND TIME

The Scheduled Date of Completion of the work for the Coconino Estates Improvements Phase 1 – North project under this First Amendment is 11/12/2022, which is inclusive of the original agreement term of 900-calendar days.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above. This Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction

By:_____

Title:_____

Dated:_____

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

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

Project: Coconino Estates Improvements Phase I CMAR - NORTH PORTION GMP
Project #: 03-18005
Dwgs: PEAK Engineering - Final II, stamped 9/15/20
Submitted: 10/19/2020

			North Portion - GMP			
EMC #	**Keynote**	**DESCRIPTION**	**QTY**	**Unit**	**Unit Cost**	**Subtotal**
ROADWAY REMOVALS						
1000	001	Sawcut, remove & dispose asphaltic concrete pavement	8,240	SY	$ 6.70	$ 55,208.00
1000A		*Over Ex & Haul-Off New AC & C&G Subgrade*	*8,830*	SY	*$ 10.50*	*$ 92,715.00*
1000B		*Over Ex & Haul-Off New Sidewalk, Driveway Subgrade*	*1,514*	SY	*$ 10.80*	*$ 16,351.20*
1010	002	Remove & dispose portland cement concrete	9,650	SF	$ 2.85	$ 27,502.50
1020	003	Remove & dispose concrete curb & gutter	4,545	LF	$ 2.70	$ 12,271.50
1040	020	Remove, salvage and store pavers	1,300	SF	$ 14.00	$ 18,200.00
1060	025	Remove & dispose post & footing; salvage sign	2	EA	$ 80.00	$ 160.00
	026	Remove & salvage sign from light pole	1	NPI	$ -	$ -
1070	030	Remove & salvage mailbox dispose of foundation	1	LS	$ 6,300.00	$ 6,300.00
1080	070	Remove & salvage street light pole, mast arm, and luminaire	7	EA	$ 750.00	$ 5,250.00
					Subtotal:	**$ 233,958.20**
RELOCATIONS & ADJUSTMENTS						
1200	101	Reinstall sign with new post and footing	3	EA	$ 265.00	$ 795.00
1215	120	Relocate mailbox	1	LS	$ 4,770.00	$ 4,770.00
1220	130	Adjust valve box & cover	22	EA	$ 700.00	$ 15,400.00
1230	140	Adjust manhole frame & cover	16	EA	$ 800.00	$ 12,800.00
1240	170	Relocate fence	160	LF	$ 125.00	$ 20,000.00
	195	Remove, salvage and reinstall pavers in concrete	70	SF	$ 35.00	$ 2,450.00
					Subtotal:	**$ 56,215.00**
ROADWAY CONSTRUCTION						
1500	201	4.5" AC / 12" ABC pavement / Geogrid / Filter fabric	7,810	SY	$ 63.40	$ 495,154.00
1520	203	Type A MAG vertical curb & gutter	4,340	LF	$ 26.50	$ 115,010.00
1540	205	Type A MAG Single Curb	20	LF	$ 26.50	$ 530.00
1560	207	Type C MAG Roll Curb & Gutter	230	LF	$ 29.80	$ 6,854.00
1630	220	MAG Curb Transition	8	NPI	$ -	$ -
1650	222	Curb Termination MAG 222	6	NPI	$ -	$ -
1670	230	6" PCC / 3" ABC Residential Driveway	6,780	SF	$ 11.25	$ 76,275.00
1680	240	6" PCC / 3" ABC Driveway Match-up	5,880	SF	$ 13.35	$ 78,498.00
1700	242	Paver Driveway/Walkway Match-up	660	SF	$ 15.00	$ 9,900.00
	245	4" ABC driveway matchup	310	SF	$ 8.00	$ 2,480.00
1730	250	8' Valley Gutter \ 8" ABC	1,330	SF	$ 13.30	$ 17,689.00
1760	253	Curb Opening	1	NPI	$ -	$ -
	256	MAG Type 'G' Single Catchbasin (MAG 537)	1	EA	$ 9,500.00	$ 9,500.00
1790	280	Survey monument, Type A	1	LS	$ 8,475.00	$ 8,475.00
1800	290	2" Schedule 40 PVC Conduit	2,110	LF	$ 16.00	$ 33,760.00
1810	291	No. 7 Electrical Pull Box	8	EA	$ 610.00	$ 4,880.00
1820	292	New light pole, mast arm, & luminaire	7	EA	$ 7,500.00	$ 52,500.00
					Subtotal:	**$ 911,505.00**
WATER REMOVALS						
2020	032	Remove & salvage fire hydrant. Remove & dispose valve can. Abandon valve & assembly.	4	EA	$ 750.00	$ 3,000.00
2030	033	Remove & dispose valve box, cover, & collar. Abandon valve.	5	EA	$ 175.00	$ 875.00
2050	035	Remove & dispose water service	56	EA	$ 470.00	$ 26,320.00
2060	037	Plug & abandon waterline	1	LS	$ 1,645.00	$ 1,645.00
					Subtotal:	**$ 31,840.00**
WATER CONSTRUCTION						
2100	301	8" Class 305 C-900 PVC waterline	2,620	LF	$ 76.40	$ 200,168.00
2110	310	8" gate valve , box, cover, and assembly	16	EA	$ 1,130.00	$ 18,080.00
2120	320	Fire hydrant assembly	6	EA	$ 5,500.00	$ 33,000.00
2130	330	3/4" copper water service, box & connection	56	EA	$ 1,630.00	$ 91,280.00
2150	340	Connect to 8" PVC, AC or CI waterline	3	NPI	$ -	$ -
2160	341	Connect to 6" PVC, AC or CI waterline	3	NPI	$ -	$ -
2180	352	Extra Protection	5	EA	$ 950.00	$ 4,750.00
2190	360	1" Combination Air Release Valve	1	EA	$ 1,875.00	$ 1,875.00
2200	370	Tracer wire connection with anode	6	NPI	$ -	$ -
					Subtotal:	**$ 349,153.00**
SEWER REMOVALS						
3000	040	Remove & dispose sewer line	850	LF	$ 14.00	$ 11,900.00
3010	041	Remove & dispose manhole	4	EA	$ 895.00	$ 3,580.00
3020	042	Remove & dispose top of manhole, slurry base in place	2	EA	$ 1,295.00	$ 2,590.00
3030	043	Remove & dispose sewer service	52	EA	$ 905.00	$ 47,060.00
3040	045	Cut, plug, & abandon sewer line	1	LS	$ 2,100.00	$ 2,100.00
	046	Cut, plug, & abandon sewer line, salvage cone, collar & lid	1	LS	$ 750.00	$ 750.00
					Subtotal:	**$ 67,980.00**
SEWER CONSTRUCTION						
3100	401	60" manhole	2	EA	$ 6,160.00	$ 12,320.00
3110	402	60" manhole, drop connection	2	EA	$ 9,450.00	$ 18,900.00
3140	405	48" manhole	11	EA	$ 5,800.00	$ 63,800.00
3160	410	8" dia. SDR-35 PVC sanitary sewer main	2,350	LF	$ 76.50	$ 179,775.00
3180	420	4" dia. SDR-35 PVC sewer service & cleanout	2	EA	$ 1,740.00	$ 3,480.00
3190	421	4" dia. SDR-35 PVC drop sewer service & cleanout	50	EA	$ 1,910.00	$ 95,500.00
3230	450	Extra protection	4	NPI	$ -	$ -

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			North Portion - GMP			
EMC #	**Keynote**	**DESCRIPTION**	**QTY**	**Unit**	**Unit Cost**	**Subtotal**
3240	470	Tracer wire connection	3	NPI	$ -	$ -
					Subtotal:	**$ 373,775.00**
STRIPING & SIGNAGE						
5000	601	Stop Bar	0	EA	$ 125.00	$ -
5010	602	10' wide crosswalk	0	EA	$ 125.00	$ -
5020	603	6" White Lane Stripe	0	LF	$ 1.50	$ -
5030	605	4" double yellow centerline stripe	0	LF	$ 1.70	$ -
5040	606	Right turn arrow	0	EA	$ 85.00	$ -
5050	630	Existing sign & post - per table SS1.1	0	NPI	$ -	$ -
5060	631	New Sign & Post	0	EA	$ 375.00	$ -
5070	632	New Sign mounted on light pole	0	EA	$ 250.00	$ -
					Subtotal:	**$ -**
LANDSCAPE RESTORATION - Included in Northern Portion						
6000		Landscape per Residence	**144**	**EA**	**$ 2,250.00**	**$ 324,000.00**
					Subtotal:	**$ 324,000.00**
MISCELLANEOUS						
7000		Mobilization & Administration (Includes Survey & Staking)	0	LS	$ 13,500.00	$ -
7010		SWPPP Installation & Maintenance	1	LS	$ 9,500.00	$ 9,500.00
7020		Traffic Control & Maintenace	1	LS	$ 40,000.00	$ 40,000.00
7030		As-Builts\Record Drawings	1	LS	$ 5,500.00	$ 5,500.00
7050		Trench Rock Excavation	250	CY	$ 125.00	$ 31,250.00
7060		Unsuitable Material for Utility Trenches	250	CY	$ 45.00	$ 11,250.00
7070		Subgrade Stabilization	1,320	SY	$ 37.00	$ 48,840.00
					Subtotal:	**$ 146,340.00**
					Cost of Work Subtotal:	**$ 2,494,766.20**
GENERAL CONDITIONS						
9000	PE	Project Executive	1	MO	$ 10,000.00	$ 10,000.00
9010	PM	Project Manager	2	MO	$ 9,500.00	$ 19,000.00
9020	PS	Project Superintendent	10	MO	$ 7,500.00	$ 75,000.00
9030	8TPU	Super Pick-up Truck	6	MO	$ 550.00	$ 3,300.00
9040	PA	Project Admin	1	MO	$ 2,000.00	$ 2,000.00
9050	Lab	Clean-up & Make Safe Labor	6	MO	$ 3,100.00	$ 18,600.00
9060	2C1001	Construction Water	1,850	MGAL	$ 4.00	$ 7,400.00
9070	8TWT 4K	4,000 ga Water Truck	960	HR	$ 15.00	$ 14,400.00
9080	T03	Driver - Water Truck	960	MH	$ 27.92	$ 26,803.20
9090	2CONEX	Con Ex Storage & Office Trailer	6	MO	$ 675.00	$ 4,050.00
9100	9Y0021	Portable Toilets	12	MO	$ 195.00	$ 2,340.00
9110	8BH420	CAT 420 Backhoe	960	HR	$ 25.00	$ 24,000.00
9120	3*LH	PPE Safety Supplies	25,000	HR	$ 0.10	$ 2,500.00
9130	3*LH	Punchlist & Warranty	25,000	HR	$ 0.20	$ 5,000.00
					Subtotal:	**$ 214,393.20**

COCONINO ESTATES IMPROVEMENTS PH I CMAR - NORTH PORTION GMP SUMMARY				
ITEM	DESCRIPTION			TOTAL
1	COST OF WORK			$ 2,494,766.20
2	GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		8.59%	$ 214,393.20
3	**SUBTOTAL #1 - Cost of the Work + GC's**			**$ 2,709,159.40**
4	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		8.00%	$ 216,732.75
5	**SUBTOTAL #2 - Cost of the Work + GC's + Fee**			**$ 2,925,892.15**
6	PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		1.20%	$ 35,110.71
7	**SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds**			**$ 2,961,002.86**
8	INSURANCE (Percentage of Subtotal #3)		0.95%	$ 28,129.53
9	**SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance**			**$ 2,989,132.38**
10	SALES TAX (Percentage of Subtotal #4, Percentage = 65% of City of Flagstaff current tax rate)		5.968%	$ 178,380.96
11	CMAR CONTINGENCY (Percentage of Cost of the Work)		1.00%	$ 25,000.00
12	**GMP North Portion**			**$ 3,192,513.34**
13	OWNERS CONTINGENCY (Percentage of Cost of the Work)		3.00%	$ 74,842.99
14	**CONTRACT PRICE**			**$ 3,267,356.33**

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. ST3371 **PROJECT NAME:** Coconino Estates Improvements Phase 1 North

FILE NO. 03-18005 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Eagle Mountain Construction (EMC)

PROJECT DESCRIPTION:
A utility and roadway improvements Project, delivered through the CMAR project delivery method, in the Coconino Estates Neighborhood funded by Road Repair and Street Safety and Transportation Sales Taxes. Proposed improvements generally consist of replacing existing water and sewer mains and services, fire hydrants, storm drains, streetlights, curb & gutter, the entire asphalt roadway, as well as adding new underground electric lines for streetlighting.

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount:
CMAR's Contingency of $25,000.00 was negotiated and was recognized to be necessary to compensate Eagle Mountain Construction to address the following items where details could not be determined at the time of contracting:

- Increased in material costs over the three-construction season duration of the Project.

Owner's Contingency Justification and Amount:
Owner's Contingency of $74,842.99 was recognized to be necessary to compensate EMC to address the following items where details could not be determined at the time of contracting:

- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.
- Unforeseen items of work anticipated to be more numerous than typical given the large-scale of the Project.

The $74,842.99 Owner's Contingency is approximately 2.3% of the $3,192,513.34 Guaranteed Maximum Price proposed by EMC to complete the northern portion of the Project, which combined equals the Contract Price of $3,267,356.33. This amount is within the limits of allowed Contract Allowance for Construction Contracts if this Project were delivered utilizing traditional project delivery methods per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency:
The CMAR's Contingency is recommended to be included in the Total Contract Price and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY21 through FY23 appropriations of $14,514,537 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

Owner's Contingency:
The Owner's Contingency is recommended to be included in the Total Contract Price and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY21 through FY23 appropriations of $14,514,537 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

APPROVAL: **Signature** **Date:**

Project Manager Eli R. R... **Approval Recommended** 10/19/2020

Program Manager _____ **Approval Recommended** 10/19/2020

Section Head _____ **Approval Recommended** 10/21/2020

Division Head _____ **Approval Recommended** 10/20/2020

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder/CMAR, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

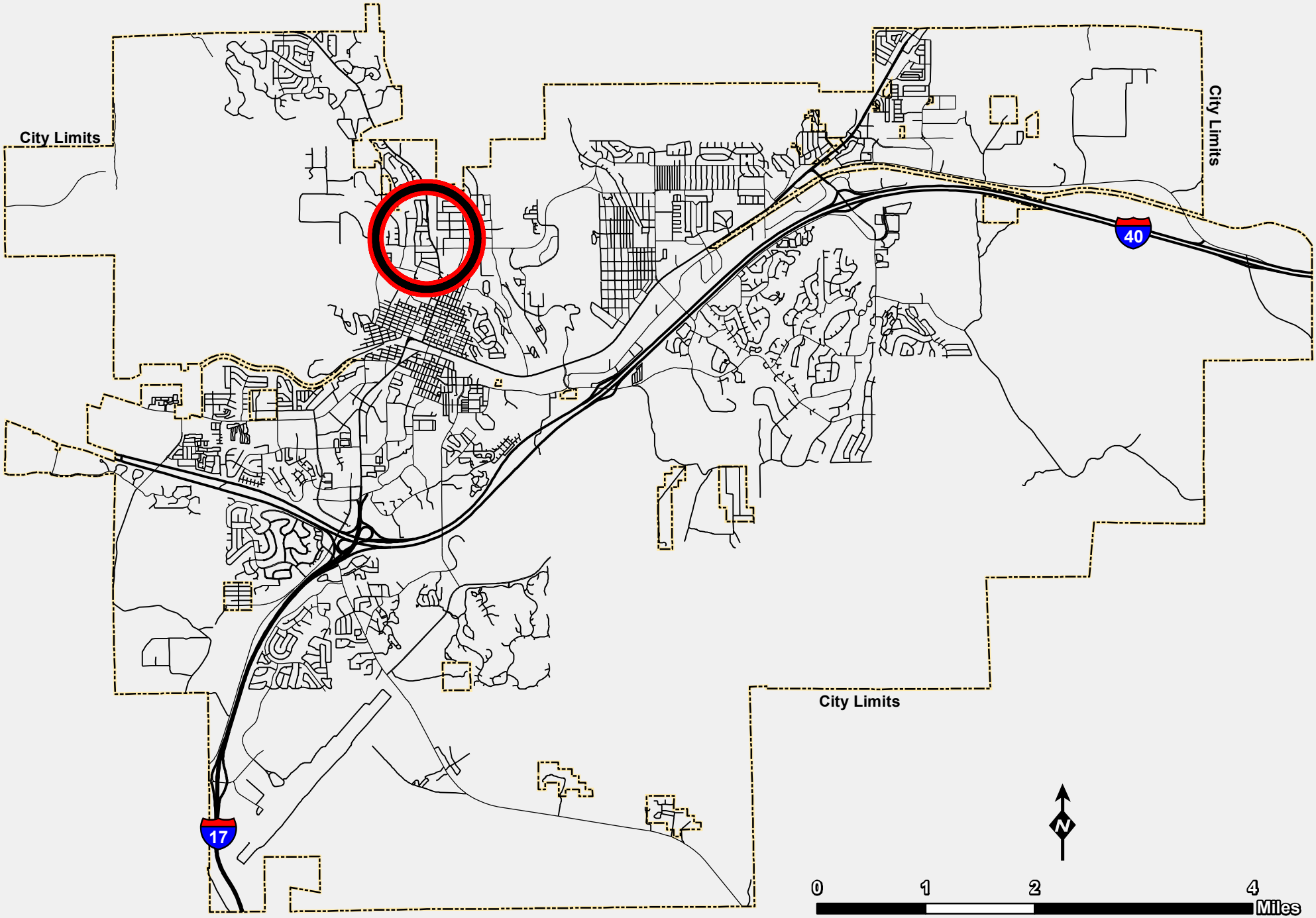
"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

Coconino Estates Improvements Phase 1



VICINITY MAP

Coconino Estates Improvements Phase 1

7. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Approval of Contract: Federal Lobbying Services

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of $96,000 for the first year with a provision for a 2.5% increase each succeeding year, plus applicable expenses billed at cost.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City contracts federal lobbying services to advocate and monitor specific legislation impacting the City's interests and established priorities. Each year, the City Council adopts priorities to provide necessary direction to staff and the contracted lobbyist. In addition, the contracted lobbyist is responsible for ongoing communication throughout the year as well as seeking direction regarding important bills, amendments and project developments. Approval of this agreement will authorize a total annual fee of $96,000 for the first year with a provision for a 2.5% increase each succeeding year, plus applicable expenses billed at cost, for federal lobbying services provided by Nexxus Consulting, LLC during the initial contract term of three (3) years, with the option for two (2) one-year annual extensions upon mutual written agreement from both parties.

Financial Impact:

Funding for federal lobbying services is included in the adopted budget in General Fund, Non-departmental section in account 001-09-402-1310-1-4206 Non-departmental.

Policy Impact:

This item does not impact current policy.

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

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship
Safe & Healthy Community
Inclusive & Engaged Community
Sustainable, Innovative Infrastructure
Robust, Resilient Economy
Livable Community

Has There Been Previous Council Decision on This:

In November of 2015, Council approved a contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff.

Options and Alternatives:

1. Approve the contract for federal lobbying services with Nexxus Consulting, LLC, as recommended.
2. Not approve the recommended a contract for federal lobbying services and re-solicit
3. Not approve the recommended contract and discontinue the use of any professional lobbying services.

Background/History:

The City of Flagstaff's Intergovernmental Affairs Program coordinates the City's dealings with the federal, state, and other local governments, and seeks to foster constructive linkages between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The Mayor and City Council approve a federal legislative agenda on an annual basis, which defines the City's legislative priorities and guides the work of intergovernmental staff and the contracted lobbyist. Together, the intergovernmental staff and the contracted lobbyist brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) solicitation for Federal Lobbying Services. Purchasing posted the solicitation on the City's PlanetBids website on June 16, 2020 and it was advertised in the Arizona Daily Sun on June 21, 2020 and June 28, 2020. On July 17, 2020, Purchasing received a total of three (3) responses. An Selection Committee comprised of seven (7) evaluators representing multiple City divisions, evaluated and scored each proposal response. Based upon the numerical scoring of the proposals, the Selection Committee determined that Nexxus Consulting, LLC was the highest scoring firm. Final score and ranking is as follows:

1. Nexxus Consulting - **3240**
2. Strategies 360 - **2695**
3. LM5 - **1860**

Some specific reasons for the selection of Nexxus Consulting's proposal includes the firm's decades of experience working in Flagstaff and Northern Arizona, a deep understanding of the needs of the City of Flagstaff, previous successes in securing millions of dollars in funding for City initiatives, the highly qualified nature of the project personnel and a detailed and strategic approach to lobbying for Flagstaff's interests.

Key Considerations:

The RFP was updated and revised in the summer of 2020 to reflect the current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the experience and qualifications of the firm, the project personnel assigned to the project, the presented approach, the proposed fee and meaningful knowledge of City of Flagstaff issues.

The City is currently in contract with Nexxus Consulting, LLC for federal lobbying services. The outcome of the competitive solicitation process reaffirms that the City is in contract with the most advantageous firm for this important service.

The City signed a contract with Nexxus Consulting, LLC on December 1, 2015 with an initial contract term of three (3) years, with the option for two (2) annual extensions upon mutual written agreement from both parties. The annual fee charged by Nexxus Consulting and paid by the City during these three years was $82,606, plus applicable expenses billed at cost. On December 1, 2018, an annual extension was signed and included a 2.5% increase, bringing the annual fee paid by the City to a total of $84,671, plus applicable expenses billed at cost. On December 1, 2019, a second annual extension was signed, with no increase. The Nexxus Proposal includes a proposed fee increase from $84,671 to $96,000 for the first year, in addition to a provision for a 2.5% increase each succeeding year. After consideration, the evaluation team felt that this proposed fee increase is reasonable given the outstanding performance of Nexxus Consulting on past contracts and a need to pay rates comparable to those paid by other similar-sized cities and counties in the state for federal lobbying services.

Community Benefits and Considerations:

Community benefits of contracted lobbying services may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

Attachments: Federal Lobbying Contract

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2020-129

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 Nexxus Consulting, LLC, a Washington D.C. limited liability company ("Consultant").

WHEREAS, the City of Flagstaff desires to receive and Consultant is able to provide Federal Lobbying 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 Federal Lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities as generally described as followed:

FEDERAL LOBBYING 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 **ninety-six thousand dollars ($96,000.00**) annually. Annual fee is for the first year with a 2.5% increase each succeeding year. 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 Sarah Langley. 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. Renewal: This Contract may be renewed or extended for up to two (2) additional one-year term 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. 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:

Sarah Langley
Management Analyst
City of Flagstaff
211 W. Aspen Avenue

To Consultant:

Bob Holmes
Managing Partner
Nexxus Consulting, LLC
499 S. Capitol Street, SW, #600
Washington, D.C. 20003

Flagstaff, AZ 86001
Sarah.langley@flagstaffaz.gov
Phone: (928) 213-2019

bholmes@nexxusconsulting.com
Phone: (202) 256-6566

Patrick Brown, C.P.M., CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov
Phone: (928) 213-2277

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.

NEXXUS CONSULTING, LLC.

_____

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 Lobbying Services:

The City of Flagstaff ("City"), a municipal corporation, is issuing this Request for Proposals ("RFP") to obtain detailed information concerning the qualifications of individuals and/or firms desirous of providing federal lobbying services to the City.

The City contracts lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts legislative priorities to establish City positions on issues, policies and projects of legislative interest. In accordance with this Request for Proposals, the services will include the following scopes of work.

Federal Lobbying Services

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual federal program outlining the City's priorities and interest areas to be pursued with the federal legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced federal legislation, executive proposals, administrative rules. and regulations. Advise City of any such items that are relevant to City's Federal program, the City's interests and/or policies.
- Review, identify and monitor federal legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with federal legislators, officials and staff.
- Monitor federal budget and appropriations process and identify and advise City of opportunities regarding the federal budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests.
- Draft and present testimony when requested.
- Attend relevant congressional committee and agency hearings.
- Act as City's liaison with members of Congress, their staff, agency and executive officials.
- Provide regular and timely information and updates to City Manager.
- Submit written monthly update reports to City Manager.
- Provide legislative affairs training to incoming councilmembers
- Conduct 1:1 meetings with Mayor and Council members (phone or in person) at least twice a year.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Congressional Members, congressional staff, federal officials, federal agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Arizona Congressional Members to provide information and advocate City's priorities (legislative and appropriations).

- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.
- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, twice a year).

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.

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Co-Submitter:	Jeanie Gallagher
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-31: An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Engineering and Capital Improvements Division in City Code.

STAFF RECOMMENDED ACTION:

At the November 17, 2020 Council Meeting:

1) Read Ordinance No. 2020-31 by title only for the first time
2) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)

At the December 1, 2020 Council Meeting:

3) Read Ordinance No. 2020-31 by title only for the final time
4) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)
5) Adopt Ordinance No. 2020-31

Executive Summary:

In accordance with City Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Engineering and Capital Improvements be a separate division and part of the City's Leadership Team. This would move Engineering and Capital Improvements from being a Community Development section to a division reporting to the City Manager.

In addition to the creation of this division, City staff wanted to make City Council aware of another restructure taking place effective January 2021. This is the movement of the Open Space Program from the Sustainability Section to the Parks and Recreation Section in Public Works. In January 2020, Sustainability was reclassified from a Program to a Section and became a direct report to the City Manager. In an effort to focus Sustainability staff's actions towards solutions to address the Climate Emergency, City management decided to transition the Open Space Program back to Parks and Recreation. The Open Space Program aligns well with Parks and Recreation programs and creates greater potential of shared resources.

Financial Impact:

There is a budgetary impact when reclassifying the current City Engineer from a Section Head to a Division Director. This will be discussed with the Budget Team and the intention is to place a hold on this reclassification like all other compensation changes in alignment with the significant stage of the recession plan.

There are no financial impacts related to the movement of the Open Space Program from Sustainability to Parks and Recreation.

Policy Impact:

This reorganization will impact the structure section of the Employee Advisory Committee policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-31

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE ENGINEERING AND CAPITAL IMPROVEMENTS DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having an Engineering and Capital Improvements Division.

ENACTMENTS:

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

SECTION 1. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and nine (9) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The nine (9) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES, headed by the Human Resources Director.

J. ENGINEERING and CAPITAL IMPROVEMENTS, headed by the City Engineer.

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 thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-32: An ordinance of the City Council of the City of Flagstaff, changing the name of Agassiz Street to ____; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 17, 2020 Council Meeting:

1) Read Ordinance No. 2020-32 by title only for the first time
2) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)

At the December 1, 2020 Council Meeting:

3) Read Ordinance No. 2020-32 by title only for the final time
4) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)
5) Adopt Ordinance No. 2020-32

Executive Summary:

Louis Agassiz was a Harvard zoology professor who conducted studies to try to scientifically prove a theory of racial superiority of certain groups. Following Council direction to rename Agassiz street, staff has engaged the public in creating and ranking a list of potential new street names for Agassiz street. Staff is seeking Council direction in selecting a new street name and moving forward with the renaming process. Please note that an updated presentation will be provided for the final agenda.

Financial Impact:

There has been no funding budgeted for this project. It is estimated that the replacement of the 26 street signs that currently display the Agassiz name will cost approximately $9,800. This money will come from the Streets section budget, account number 040-06-161-0613-6-4358.

An additional potential cost is compensation or reimbursement to property owners for costs incurred related to the street name change. During the June 16, 2020 meeting, Council did not give direction to staff to compensate or reimburse property owners for such costs. During the November 17, 2020 meeting, if Council directs staff to compensate or reimburse property owners for costs related to the street name change, funding could possibly come from the Council Initiatives account.

Policy Impact:

This item does not impact current policy.

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

Priority Based Budget Key Community Priorities and Objectives

- Inclusive & Engaged Community
- Livable Community

Has There Been Previous Council Decision on This:

- During the June 16, 2020 Council Meeting, City Council directed staff to begin the process of renaming Agassiz street.

Background/History:

Louis Agassiz conducted studies to scientifically prove the theory of polygenism, a belief that “races” of people could be ranked by levels of development, with white Europeans being at the top level of development and African people being at the bottom. Polygenism was used by proponents of slavery to justify enslaving people who they sought to prove were genetically inferior.

During the June 16, 2020 Council meeting, the Flagstaff City Council directed staff to begin the process of renaming Agassiz street. Staff began by hosting four virtual town hall meetings from August to September of 2020 to gather a list of new street name suggestions from the public. A list of 56 name suggestions and their accompanying rationales was then vetted by City of Flagstaff GIS section, Coconino County, Emergency Services and the Postal Office to ensure that they could be used safety as a street name. Eighteen name suggestions remained after this vetting process, with the most common reason for a name suggestion to be excluded being that there was already an existing street within the City or County limits that was very similar.

After the list of name suggestions was finalized, City staff ran a survey on Community Forum from October 19 – November 3, 2020 in which the public voted on their first choice out of the list of 18 name suggestions. An overview of the votes received for each name suggestion is included in the attached presentation and the Name Suggestions Listing document.

Attachments: Final Presentation
Ord. 2020-32
Final_Listing of Name Suggestions

Agassiz Street Renaming

Public Outreach & Survey Results

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Background & Council Direction

Date	Action
June 16	Council Discussion & Direction to rename Agassiz St.
Early Sept.	Postcard sent to property owners
Late August – Late Sept.	Virtual Town Hall Meetings
10/19 – 11/3	Survey published on Community Forum

Estimated Costs

- 26 new street signs & associated work
  - $9800
- Potential compensation to affected property owners
  - 116 addresses total
    - Optional - no right of property owners to compensation/ reimbursement

Agassiz Street Renaming

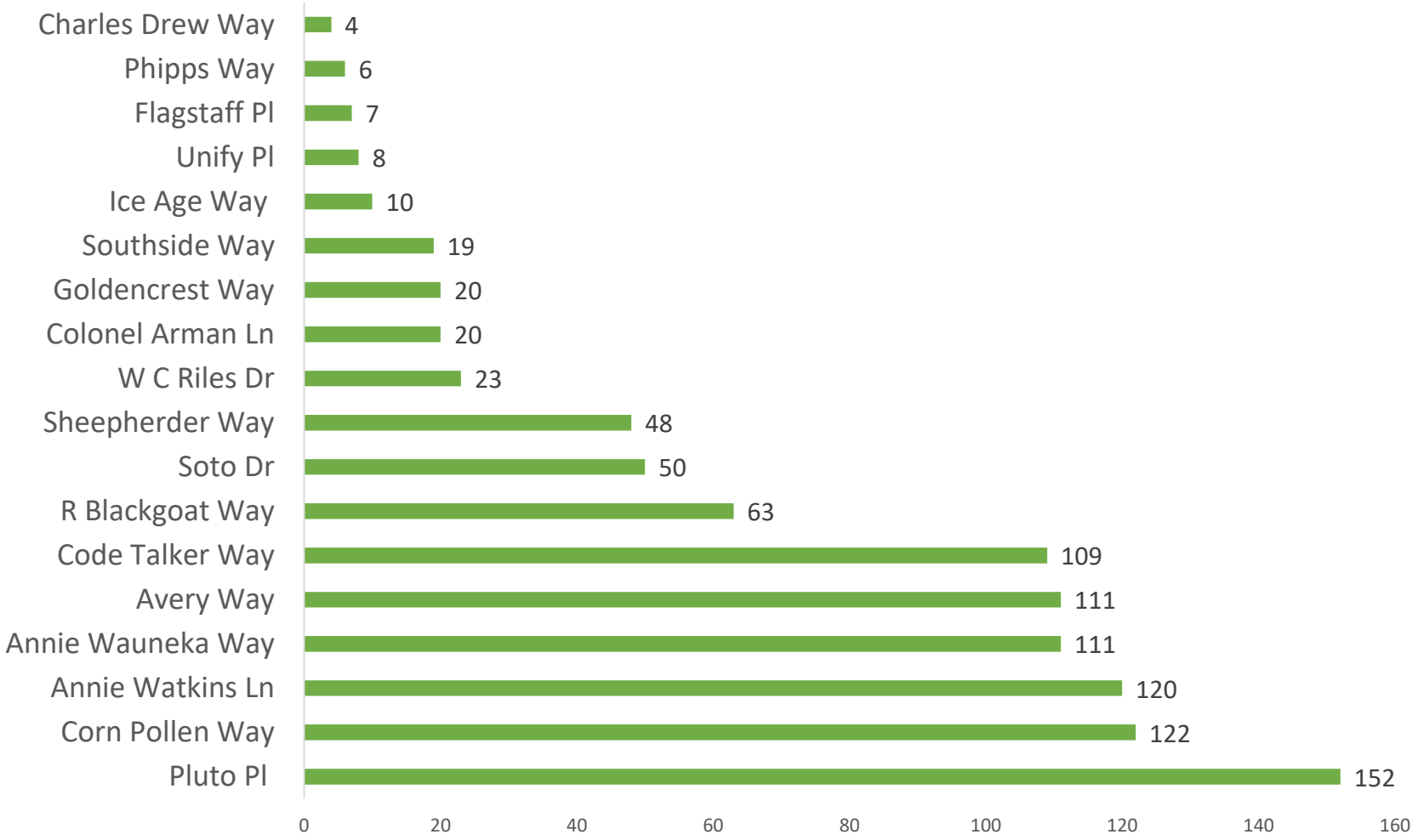
Name Suggestions/ Vetting Process

- 56 name suggestions gathered from the community
- Vetting process to ensure names could be implemented safely
  - City of Flagstaff GIS
  - Coconino County
  - Emergency Services
  - Postal Office
- 18 name suggestions remaining

Agassiz Street Renaming

Survey Results

- Survey was available for two weeks
- Disseminated through:
  - Community Forum announcement
  - Social media posts
- 1003 responses



Agassiz Street Renaming

Rationales of Top 5 Results

Pluto Pl

152 Votes Received

- Well-known name within an established connection to Flagstaff that is associated with positivity

Corn Pollen Way

122 Votes Received

- A sacred element used in many Indigenous healing ceremonies in this region
- Related to exercising behaviors and thinking which reflect our responsibility to respect and care for each other

Annie Watkins Ln

120 Votes Received

- The first African American teacher hired by Flagstaff Unified School District after desegregation in 1956
- During the Jim Crow era of suppressing black voters, Annie was a crusader to register voters

Annie Wauneka Way

111 Votes Received

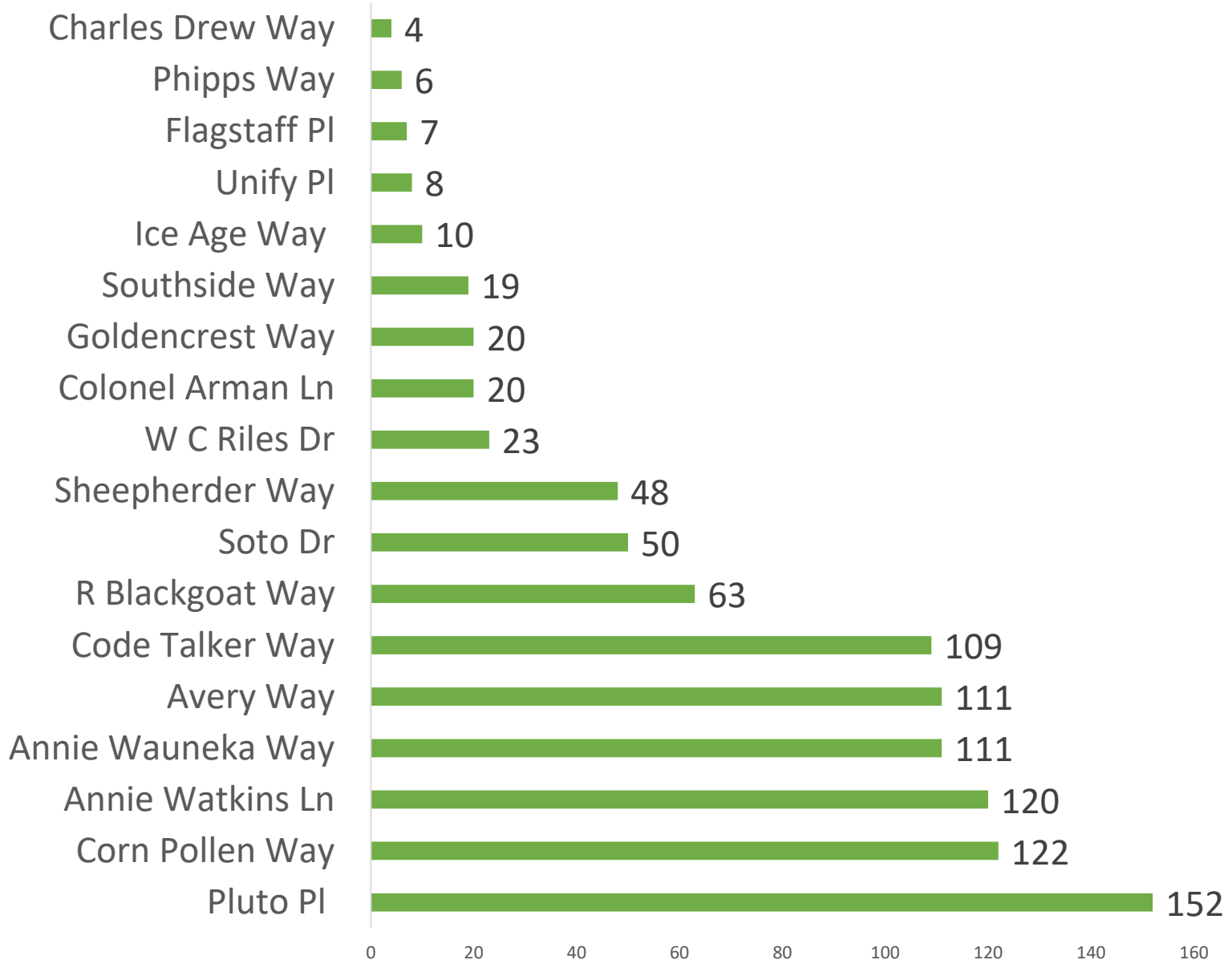
- Pioneered healthcare and education initiatives on the Navajo Nation
- Greatly affected by the 1918 influenza and dedicated her life to improving healthcare on the Navajo Nation

Avery Way

111 Votes Received

- A physician in Flagstaff that passed away several years ago from an accident at Lake Powell
- Grew up in Flagstaff and was a neurosurgeon in town

Questions/ Council Direction



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, CHANGING THE NAME OF AGASSIZ STREET TO NEW NAME; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the existing name of Agassiz Street has strong racist connotations and is considered by some to be offensive; and

WHEREAS, the City of Flagstaff is vested with control over its streets, its street names and addressing thereof;

ENACTMENTS:

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

SECTION 1: That the name of Agassiz Street be changed to NEW NAME.

SECTION 2: That the street name change take effect upon the adoption of this Ordinance.

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 thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Agassiz Street Renaming

New street name suggestions and accompanying rationales submitted by community members.

Suggestion	Rationale	Votes Received
Pluto Pl	Pluto is a well-known name that has an established connection with Flagstaff. It Is easy to spell and say and brings up positive feelings and pride!	152
Corn Pollen Way	The name honors the diverse Indigenous peoples and nations who have lived here on this land since time immemorial. Corn Pollen is a sacred element used in many Indigenous healing ceremonies in this region to restore harmony among people and other-than-people beings who co-exist on this earth. Corn Pollen is also used as an offering to other-than-people beings to acknowledge appreciation of their spirit and physical natures (such as for their gifts as food and/or medicine) or when human-derived and natural disturbances occur to their existence. For Navajo people, our elders often impart stories with the reminder to stay on the "corn pollen road" by exercising behaviors and thinking which reflect our relational responsibility to respect and care for each other. In this time of 2020, we need this reminder here in our community. We need to continue working toward healing and creating a healthier community where all people, especially our communities of color, are respected and feel like they belong. This is why I'd like the Council to consider the name Corn Pollen Street or Corn Pollen Way.	122
Annie Watkins Ln	Annie Watkins was the first African American teacher hired by Flagstaff Unified School District after desegregation in 1956. She had a more than 30-year teaching career in Flagstaff. Annie was the granddaughter of freed slaves and was an active member of the Flagstaff Southside Community. During the Jim Crow era of suppressing black voters, Annie was a crusader to register voters and make sure black residents were registered and able to vote here in Flagstaff. Annie has deeply touched so many of us in this community and has created a legacy worthy of having a street named in her honor.	120
Annie Wauneka Way	Annie Wauneka (1910-1997) pioneered healthcare and education initiatives on the Navajo Nation. She was greatly affected by the 1918 influenza outbreak and at the age of 8 she survived and helped to care for those who were ill. She dedicated her life to improving healthcare for the Navajo Nation. She was the first Native American to receive the Presidential Medal of Freedom in 1963 and was inducted into the National Women's Hall of Fame in 2000. Flagstaff's culture and history is intrinsically intertwined with the Navajo Nation. This year especially during a global pandemic that has heavily affected our town and the Navajo Nation, I would like to see Flagstaff honor her legacy to improve healthcare on the Navajo Nation and the greater Northern Arizona community.	111
Avery Way	Nathan Avery was a physician in Flagstaff that passed away several years ago from an accident at Lake Powell. He grew up in Flagstaff and was a neurosurgeon here. He was highly respected. His office was on Verde Street, a block away from Agassiz.	111
Code Talker Way	In honor of the Navajo Code Talkers in WWII.	109
R Blackgoat Way	Mrs. Blackgoat was a well-known, widely travelled, and strong spoken iconic Diné matriarch, environmentalist and activist. She was deeply committed to living by traditional teachings and values and assisted her medicine man husband with gathering herbal medicines, learning and holding ceremonial songs and prayers, and tracking stars and astronomical bodies as they pertained to seasons, ceremonies, balance and healing. In 1965, when her husband was killed in a car accident, Roberta became a single mother to six children.	63
Soto Dr	The street would be named in honor of Marcelino Soto and his contributions to countless community members that called Flagstaff home. As an immigrant, Marcelino sought to create wealth from his hard work starting as a shepherd and working to become a ranch owner and land developer. He worked tirelessly to help women and minorities living in and around the Southside neighborhood keep their homes (with financial assistance), and new residents to the Southside community find homes so that they could live in his beloved community.	50

Sheepherder Way	The name change should reflect an awareness and appreciation of the people who were here throughout history and stand in direct contradiction to Agassiz' beliefs. In an effort to recognize the indigenous peoples of the area (Navajo, Hopi), while keeping the street name easy to remember, Sheepherder reflects the traditional and current practices of many Navajo and Hopi. It also is a representation of Flagstaff's history, which outside of the lumber industry, thrived with a rich sheepherding culture.	48
W C Riles Dr	Wilson C. Riles was principal of the Paul Laurence Dunbar School during the 1940s and early 1950s. A graduate of Arizona State Teachers College (Northern Arizona University), he was also the president of the NAACP and a radio talk show host during his years in Flagstaff. Riles was originally from Louisiana and was recruited by Mrs. Cleo Murdoch to work for the Dunbar school. In 1952-53, Riles and Superintendent Sturgeon Cromer worked to desegregate Flagstaff city schools. It was agreed that the segregated Dunbar school would close at the end of the 1954 spring semester, and that Dunbar students would join other neighborhood students at the South Beaver School, which had been segregated for Mexican/LatinX students since the 1920s. Riles moved to Northern California in the 1950s and was elected State Superintendent of Public Instruction for the state of California in 197 - the first Black person elected to a major office in California since the 1800s.	23
Colonel Arman Ln	Arman Peterson, son of A.C. Peterson (professor of political science and sociology for whom NAU's Peterson Hall is named), grew up in Flagstaff. He was on Flagstaff High School's varsity basketball and track teams and was also class valedictorian and student body president. At Arizona State Teachers College (today NAU) he was elected student body president --- twice --- and received the coveted Lowell Award for outstanding scholarship. Following graduation from ASTC in 1936 he joined the Army Air Corps where he passed the difficult hurdles to become a fighter pilot and then a test pilot. He rose through the ranks quickly after Pearl Harbor and in May 1942, following his promotion to major, was given command of the new 78th Fighter Group. In December 1942 the Group went to England and in June 1943 Peterson was promoted to colonel at the age of twenty-eight. His fighter group included 1,700 personnel and seventy-five P-47 Thunderbolts, all based at Duxford, England. Word quickly spread that the "Fighting Arizona Colonel" led every combat mission from 78th Fighter Group in his P-47 named "Flagari" (for "Flag" staff "ari" zona, his beloved "old home town"). Every time his pilots fought in the air, Colonel "Pete" led the way. Soon he had over twenty-five combat missions and could have rotated back to the U. S. However, he was shot down over the Netherlands and killed on his forty-third mission on July 1, 1943. The loss of such a popular, promising, and valiant young man stunned the Flagstaff community where he was known and admired by everyone. Colonel Peterson was awarded several medals posthumously: The Silver Star for gallantry in the air; The Distinguished Flying Cross for extraordinary achievement in aerial flight; The Air Medal with Three Oak Leaf Clusters for meritorious achievement in aerial flight against the enemy; and The Purple Heart. The importance of Arman Peterson to the Flagstaff community was perhaps best illustrated by the late Arizona Daily Sun editor Randy Wilson. Wilson's article about Arman Peterson, "A favorite son lost …", appeared on July 1, 2018, the 75th anniversary of Peterson's death --- just six days before Wilson passed away unexpectedly. This was the last major article Wilson wrote for the Arizona Daily Sun.	20
Goldencrest Way	Based on what I can see from Google Street View, there is a stand of oak trees at the crest, where the street meets Elm Street. During Fall, I suspect these oaks provide a golden crest to the street, (soon to be) formerly known as Agassiz.	20
Southside Way	When I heard that Agassiz street would finally be renamed, I immediately thought this would be a great opportunity to rename the street in honor of someone that Agassiz considered inferior.	19
Ice Age Way	No rationale given.	10
Unify Pl	Time for unity and no racism	8
Flagstaff Pl	No rationale given.	7
Phipps Way	Phipps Way would be named after Dr. Mamie Phipps Clark. Dr. Phipps Clark was a pioneer in psychology. Her career focus was on identity development; racial self-consciousness; racism and segregation; psychological and educational testing; counseling psychology.	6

Charles Drew Way	Charles Richard Drew was an African American physician who developed ways to process and store blood plasma in "blood banks." He directed the blood plasma programs of the United States and Great Britain in World War II but resigned after a ruling that the blood of African Americans would be segregated. He died on April 1, 1950.	4

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/04/2020
Meeting Date:	11/17/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-62: A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the General/Special Election held on November 3, 2020.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-62 by title only
2) City Clerk reads Resolution No. 2020-62 by title only (if approved above)
3) Adopt Resolution No. 2020-62

Executive Summary:

Resolution No. 2020-62 summarizes the results of the recent General/Special Election held on November 3, 2020, as indicated in the Final Results received from Coconino County Elections Department. As stated in the resolution, the results indicate that the following individuals have been elected: Paul Deasy Mayor; Becky Daggett, Councilmember; Jim McCarthy, Councilmember; Miranda Sweet, Councilmember. Additionally, Proposition 436 regarding the renewal of the 1% general sales tax was approved. The new members will be sworn into office on December 15, 2020.

The voter turnout numbers were not available at the time of publication, those numbers will be provided at the meeting.

Financial Impact:

Financial Implications include the collection of the approved sales tax.

Policy Impact:

None

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

High Performing Governance
Inclusive & Engaged Community

Has There Been Previous Council Decision on This:

N/A

Attachments: Res. 2020-62
Flagstaff Results

RESOLUTION NO. 2020-62

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE GENERAL/SPECIAL ELECTION HELD ON NOVEMBER 3, 2020

RECITALS:

WHEREAS, A.R.S. §16-642 requires that the City Council canvass the returns of an election no earlier than six (6) nor later than twenty (20) days following the election; and

WHEREAS, the General/Special Election returns have been presented to and have been canvassed by the Flagstaff City Council.

ENACTMENTS:

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

SECTION 1. That the total number of ballots cast at said General Election for the City of Flagstaff, as shown by the Election Summary Report provided by the Coconino County Elections Department, Exhibit A attached hereto and made a part hereof, was XXXX out of XXXX registered voters, for a XXXX voter turnout.

SECTION 2. That the following results of the November 3, 2020, General Election are hereby declared official:

CANDIDATES FOR MAYOR

DEASY, Paul	**17,500**	**(54.71%)**
ODEGAARD, Charlie	14,489	(45.29%)

CANDIDATES FOR COUNCIL

DAGGETT, Becky	**16,698**	**(22.28%)**
GARCIA, Anthony	12,893	(17.20%)
MCCARTHY, Jim	**12,959**	**(17.29%)**
NOLAN, Eric	10,703	(14.28%)
SENSEMEN, Eric	8,711	(11.62%)
SWEET, Miranda	**12,983**	**(17.32%)**

QUESTION NO. 436 – CONTINUATION OF 1% GENERAL TRANSACTION PRIVILEGE TAX (SALES TAX)

YES	**20,409**	**(61.68%)**
NO	12,679	(38.32%)

SECTION 3. That based on the above-referenced results, the following individuals have been elected to their respective position and will assume said office on December 18, 2018:

MAYOR	Paul Deasy
COUNCILMEMBER	Becky Daggett
COUNCILMEMBER	Jim McCarthy
COUNCILMEMBER	Miranda Sweet

SECTION 4. That based on the above-referenced results, Question No. 436 has passed.

PASSED AND ADOPTED by the 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 - Election Summary Report

EXHIBIT A

Election Summary Report

MAYOR CITY OF FLAGSTAFF
Vote For 1

	TOTAL
DEASY, PAUL	17,500
ODEGAARD, CHARLIE	14,489
Write-In Totals	152
Overvotes	3
Undervotes	2,982

COUNCILMEMBER CITY OF FLAGSTAFF
Vote For 3

	TOTAL
DAGGETT, BECKY	16,698
GARCIA, ANTHONY	12,893
MCCARTHY, JIM	12,959
NOLAN, ERIC	10,703
SENSEMAN, ERIC	8,711
SWEET, MIRANDA	12,983
Write-In Totals	373
Overvotes	93
Undervotes	29,965

PROPOSITION 436 CITY OF FLAGSTAFF
Vote For 1

	TOTAL
YES	20,409
NO	12,679
Overvotes	1
Undervotes	2,037

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MAYOR CITY OF FLAGSTAFF
Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	17,500	1,408	15,985	107
ODEGAARD, CHARLIE	14,489	2,139	12,232	118
Write-In Totals	152	12	139	1
Overvotes	3	0	3	0
Undervotes	2,982	619	2,318	45

COUNCILMEMBER CITY OF FLAGSTAFF
Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	16,698	1,213	15,402	83
GARCIA, ANTHONY	12,893	1,277	11,533	83
MCCARTHY, JIM	12,959	1,453	11,420	86
NOLAN, ERIC	10,703	967	9,687	49
SENSEMAN, ERIC	8,711	841	7,822	48
SWEET, MIRANDA	12,983	1,358	11,527	98
Write-In Totals	373	48	322	3
Overvotes	93	3	90	0
Undervotes	29,965	5,374	24,228	363

PROPOSITION 436 CITY OF FLAGSTAFF
Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	20,409	1,723	18,578	108
NO	12,679	2,114	10,425	140
Overvotes	1	0	1	0
Undervotes	2,037	341	1,673	23

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FLAGSTAFF 1

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	920	52	862	6
ODEGAARD, CHARLIE	499	54	440	5
Write-In Totals	7	0	7	0
Overvotes	1	0	1	0
Undervotes	132	25	106	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	876	46	823	7
GARCIA, ANTHONY	555	44	509	2
MCCARTHY, JIM	561	39	517	5
NOLAN, ERIC	432	31	398	3
SENSEMAN, ERIC	401	30	365	6
SWEET, MIRANDA	601	44	554	3
Write-In Totals	10	0	10	0
Overvotes	6	0	6	0
Undervotes	1,235	159	1,066	10

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	982	59	916	7
NO	488	56	427	5
Overvotes	0	0	0	0
Undervotes	89	16	73	0

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FLAGSTAFF 2

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	764	43	716	5
ODEGAARD, CHARLIE	417	51	359	7
Write-In Totals	11	0	11	0
Overvotes	0	0	0	0
Undervotes	90	12	77	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	713	36	673	4
GARCIA, ANTHONY	526	36	485	5
MCCARTHY, JIM	467	44	415	8
NOLAN, ERIC	412	23	384	5
SENSEMAN, ERIC	318	18	296	4
SWEET, MIRANDA	548	44	499	5
Write-In Totals	23	0	23	0
Overvotes	6	0	6	0
Undervotes	833	117	708	8

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	845	52	789	4
NO	365	45	311	9
Overvotes	0	0	0	0
Undervotes	72	9	63	0

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FLAGSTAFF 3

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	652	45	606	1
ODEGAARD, CHARLIE	226	28	198	0
Write-In Totals	3	0	3	0
Overvotes	0	0	0	0
Undervotes	68	13	55	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	537	33	504	0
GARCIA, ANTHONY	343	24	319	0
MCCARTHY, JIM	356	30	326	0
NOLAN, ERIC	310	18	292	0
SENSEMAN, ERIC	257	16	241	0
SWEET, MIRANDA	382	28	354	0
Write-In Totals	7	3	4	0
Overvotes	3	0	3	0
Undervotes	652	106	543	3

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	613	42	570	1
NO	277	40	237	0
Overvotes	0	0	0	0
Undervotes	59	4	55	0

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FLAGSTAFF 4

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	836	26	810	0
ODEGAARD, CHARLIE	581	50	531	0
Write-In Totals	6	0	6	0
Overvotes	0	0	0	0
Undervotes	72	5	67	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	865	20	845	0
GARCIA, ANTHONY	547	27	520	0
MCCARTHY, JIM	602	40	562	0
NOLAN, ERIC	471	15	456	0
SENSEMAN, ERIC	427	19	408	0
SWEET, MIRANDA	558	27	531	0
Write-In Totals	13	0	13	0
Overvotes	3	0	3	0
Undervotes	999	95	904	0

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,037	33	1,004	0
NO	398	46	352	0
Overvotes	1	0	1	0
Undervotes	59	2	57	0

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FLAGSTAFF 5

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	859	27	832	0
ODEGAARD, CHARLIE	767	82	682	3
Write-In Totals	7	1	6	0
Overvotes	0	0	0	0
Undervotes	89	7	81	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	898	36	861	1
GARCIA, ANTHONY	523	26	495	2
MCCARTHY, JIM	755	54	698	3
NOLAN, ERIC	512	33	477	2
SENSEMAN, ERIC	581	40	540	1
SWEET, MIRANDA	636	28	607	1
Write-In Totals	23	3	20	0
Overvotes	9	0	9	0
Undervotes	1,229	131	1,096	2

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,150	57	1,090	3
NO	500	54	445	1
Overvotes	0	0	0	0
Undervotes	72	6	66	0

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FLAGSTAFF 6

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	797	50	740	7
ODEGAARD, CHARLIE	772	106	662	4
Write-In Totals	12	0	12	0
Overvotes	0	0	0	0
Undervotes	166	31	132	3

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	775	53	715	7
GARCIA, ANTHONY	636	49	582	5
MCCARTHY, JIM	608	48	557	3
NOLAN, ERIC	520	31	489	0
SENSEMAN, ERIC	397	38	357	2
SWEET, MIRANDA	643	52	587	4
Write-In Totals	40	4	36	0
Overvotes	6	0	6	0
Undervotes	1,616	286	1,309	21

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	919	61	853	5
NO	721	106	607	8
Overvotes	0	0	0	0
Undervotes	107	20	86	1

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FLAGSTAFF 7

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	641	53	584	4
ODEGAARD, CHARLIE	532	71	454	7
Write-In Totals	4	0	4	0
Overvotes	0	0	0	0
Undervotes	140	36	99	5

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	616	41	572	3
GARCIA, ANTHONY	452	37	413	2
MCCARTHY, JIM	475	42	428	5
NOLAN, ERIC	382	37	342	3
SENSEMAN, ERIC	296	27	266	3
SWEET, MIRANDA	444	52	388	4
Write-In Totals	11	0	10	1
Overvotes	0	0	0	0
Undervotes	1,275	244	1,004	27

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	756	67	684	5
NO	467	75	386	6
Overvotes	0	0	0	0
Undervotes	94	18	71	5

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FLAGSTAFF 8

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	459	16	441	2
ODEGAARD, CHARLIE	316	37	276	3
Write-In Totals	5	0	5	0
Overvotes	0	0	0	0
Undervotes	44	6	38	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	454	17	436	1
GARCIA, ANTHONY	359	20	338	1
MCCARTHY, JIM	296	20	275	1
NOLAN, ERIC	273	10	262	1
SENSEMAN, ERIC	265	12	253	0
SWEET, MIRANDA	315	21	292	2
Write-In Totals	0	0	0	0
Overvotes	0	0	0	0
Undervotes	510	77	424	9

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	569	24	543	2
NO	227	31	193	3
Overvotes	0	0	0	0
Undervotes	28	4	24	0

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FLAGSTAFF 9

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	908	123	778	7
ODEGAARD, CHARLIE	539	101	433	5
Write-In Totals	4	0	4	0
Overvotes	2	0	2	0
Undervotes	203	53	148	2

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	641	62	577	2
GARCIA, ANTHONY	640	85	551	4
MCCARTHY, JIM	572	95	472	5
NOLAN, ERIC	534	71	461	2
SENSEMAN, ERIC	384	47	337	0
SWEET, MIRANDA	656	101	550	5
Write-In Totals	15	0	15	0
Overvotes	6	0	6	0
Undervotes	1,520	370	1,126	24

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	909	119	784	6
NO	630	139	484	7
Overvotes	0	0	0	0
Undervotes	117	19	97	1

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FLAGSTAFF 10

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	88	22	62	4
ODEGAARD, CHARLIE	50	18	30	2
Write-In Totals	1	1	0	0
Overvotes	0	0	0	0
Undervotes	42	22	19	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	58	11	45	2
GARCIA, ANTHONY	54	16	38	0
MCCARTHY, JIM	48	15	30	3
NOLAN, ERIC	66	13	51	2
SENSEMAN, ERIC	30	7	22	1
SWEET, MIRANDA	73	21	49	3
Write-In Totals	1	1	0	0
Overvotes	0	0	0	0
Undervotes	213	105	98	10

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	92	23	65	4
NO	64	30	32	2
Overvotes	0	0	0	0
Undervotes	25	10	14	1

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FLAGSTAFF 11

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	433	39	388	6
ODEGAARD, CHARLIE	343	77	263	3
Write-In Totals	2	0	2	0
Overvotes	0	0	0	0
Undervotes	77	14	61	2

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	350	34	312	4
GARCIA, ANTHONY	398	50	344	4
MCCARTHY, JIM	241	45	193	3
NOLAN, ERIC	283	38	242	3
SENSEMAN, ERIC	202	27	173	2
SWEET, MIRANDA	323	45	272	6
Write-In Totals	7	6	1	0
Overvotes	0	0	0	0
Undervotes	761	145	605	11

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	459	50	407	2
NO	349	71	269	9
Overvotes	0	0	0	0
Undervotes	47	9	38	0

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FLAGSTAFF 12

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	571	65	499	7
ODEGAARD, CHARLIE	327	75	246	6
Write-In Totals	7	2	5	0
Overvotes	0	0	0	0
Undervotes	147	34	107	6

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	505	53	445	7
GARCIA, ANTHONY	437	58	373	6
MCCARTHY, JIM	314	53	255	6
NOLAN, ERIC	278	28	249	1
SENSEMAN, ERIC	194	26	167	1
SWEET, MIRANDA	439	72	358	9
Write-In Totals	4	0	4	0
Overvotes	3	0	3	0
Undervotes	982	238	717	27

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	596	80	510	6
NO	352	78	265	9
Overvotes	0	0	0	0
Undervotes	104	18	82	4

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FLAGSTAFF 13

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	175	44	130	1
ODEGAARD, CHARLIE	64	22	39	3
Write-In Totals	1	0	1	0
Overvotes	0	0	0	0
Undervotes	66	29	32	5

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	139	32	105	2
GARCIA, ANTHONY	114	30	82	2
MCCARTHY, JIM	84	31	50	3
NOLAN, ERIC	75	21	54	0
SENSEMAN, ERIC	58	17	41	0
SWEET, MIRANDA	117	29	85	3
Write-In Totals	1	0	1	0
Overvotes	0	0	0	0
Undervotes	330	125	188	17

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	163	47	109	7
NO	103	35	67	1
Overvotes	0	0	0	0
Undervotes	40	13	26	1

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FLAGSTAFF 14

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	613	90	512	11
ODEGAARD, CHARLIE	420	100	316	4
Write-In Totals	5	1	4	0
Overvotes	0	0	0	0
Undervotes	178	51	123	4

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	483	60	419	4
GARCIA, ANTHONY	502	84	410	8
MCCARTHY, JIM	371	86	284	1
NOLAN, ERIC	366	54	310	2
SENSEMAN, ERIC	294	53	237	4
SWEET, MIRANDA	469	78	383	8
Write-In Totals	8	0	8	0
Overvotes	3	0	3	0
Undervotes	1,152	311	811	30

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	660	115	541	4
NO	445	101	332	12
Overvotes	0	0	0	0
Undervotes	111	26	82	3

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FLAGSTAFF 15

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	1,178	129	1,040	9
ODEGAARD, CHARLIE	963	156	796	11
Write-In Totals	10	1	9	0
Overvotes	0	0	0	0
Undervotes	192	51	140	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	1,038	94	938	6
GARCIA, ANTHONY	1,067	122	939	6
MCCARTHY, JIM	814	110	694	10
NOLAN, ERIC	678	86	586	6
SENSEMAN, ERIC	502	66	433	3
SWEET, MIRANDA	900	112	781	7
Write-In Totals	19	1	18	0
Overvotes	15	0	15	0
Undervotes	1,996	420	1,551	25

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,303	138	1,154	11
NO	904	167	727	10
Overvotes	0	0	0	0
Undervotes	136	32	104	0

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FLAGSTAFF 16

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	844	46	792	6
ODEGAARD, CHARLIE	811	98	700	13
Write-In Totals	5	0	5	0
Overvotes	0	0	0	0
Undervotes	101	17	81	3

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	889	45	835	9
GARCIA, ANTHONY	679	53	617	9
MCCARTHY, JIM	727	60	661	6
NOLAN, ERIC	525	31	490	4
SENSEMAN, ERIC	486	34	448	4
SWEET, MIRANDA	658	48	600	10
Write-In Totals	15	5	10	0
Overvotes	0	0	0	0
Undervotes	1,304	207	1,073	24

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,078	64	1,005	9
NO	605	86	506	13
Overvotes	0	0	0	0
Undervotes	78	11	67	0

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FLAGSTAFF 17

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	284	26	255	3
ODEGAARD, CHARLIE	267	46	218	3
Write-In Totals	7	1	5	1
Overvotes	0	0	0	0
Undervotes	45	9	35	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	260	24	234	2
GARCIA, ANTHONY	275	42	228	5
MCCARTHY, JIM	196	30	165	1
NOLAN, ERIC	180	14	165	1
SENSEMAN, ERIC	143	12	130	1
SWEET, MIRANDA	218	30	186	2
Write-In Totals	7	1	5	1
Overvotes	0	0	0	0
Undervotes	530	93	426	11

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	332	30	297	5
NO	245	48	194	3
Overvotes	0	0	0	0
Undervotes	26	4	22	0

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FLAGSTAFF 18

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	277	25	249	3
ODEGAARD, CHARLIE	349	71	275	3
Write-In Totals	6	0	6	0
Overvotes	0	0	0	0
Undervotes	49	8	41	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	280	36	241	3
GARCIA, ANTHONY	250	33	216	1
MCCARTHY, JIM	251	43	207	1
NOLAN, ERIC	227	28	198	1
SENSEMAN, ERIC	141	30	110	1
SWEET, MIRANDA	278	32	243	3
Write-In Totals	15	0	15	0
Overvotes	3	3	0	0
Undervotes	598	107	483	8

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	343	47	295	1
NO	304	50	249	5
Overvotes	0	0	0	0
Undervotes	34	7	27	0

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FLAGSTAFF 19

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	692	42	647	3
ODEGAARD, CHARLIE	798	120	672	6
Write-In Totals	4	1	3	0
Overvotes	0	0	0	0
Undervotes	75	8	65	2

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	812	54	756	2
GARCIA, ANTHONY	553	48	502	3
MCCARTHY, JIM	570	67	501	2
NOLAN, ERIC	478	32	444	2
SENSEMAN, ERIC	355	35	318	2
SWEET, MIRANDA	573	52	517	4
Write-In Totals	29	6	22	1
Overvotes	0	0	0	0
Undervotes	1,337	219	1,101	17

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	866	61	800	5
NO	620	101	515	4
Overvotes	0	0	0	0
Undervotes	83	9	72	2

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FLAGSTAFF 20

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	282	48	230	4
ODEGAARD, CHARLIE	162	57	98	7
Write-In Totals	0	0	0	0
Overvotes	0	0	0	0
Undervotes	100	45	53	2

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	210	34	170	6
GARCIA, ANTHONY	211	39	170	2
MCCARTHY, JIM	165	46	116	3
NOLAN, ERIC	167	33	133	1
SENSEMAN, ERIC	108	21	85	2
SWEET, MIRANDA	191	47	139	5
Write-In Totals	2	0	2	0
Overvotes	0	0	0	0
Undervotes	578	230	328	20

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	291	63	224	4
NO	193	61	124	8
Overvotes	0	0	0	0
Undervotes	60	26	33	1

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FLAGSTAFF 21

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	918	71	846	1
ODEGAARD, CHARLIE	859	116	741	2
Write-In Totals	6	1	5	0
Overvotes	0	0	0	0
Undervotes	146	22	124	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	936	64	871	1
GARCIA, ANTHONY	622	52	569	1
MCCARTHY, JIM	844	90	753	1
NOLAN, ERIC	628	58	569	1
SENSEMAN, ERIC	486	51	434	1
SWEET, MIRANDA	622	64	557	1
Write-In Totals	25	5	20	0
Overvotes	3	0	3	0
Undervotes	1,621	246	1,372	3

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,139	81	1,056	2
NO	688	119	568	1
Overvotes	0	0	0	0
Undervotes	102	10	92	0

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FLAGSTAFF 22

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	1,237	71	1,160	6
ODEGAARD, CHARLIE	1,267	182	1,081	4
Write-In Totals	13	0	13	0
Overvotes	0	0	0	0
Undervotes	197	38	158	1

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	1,334	88	1,245	1
GARCIA, ANTHONY	864	80	782	2
MCCARTHY, JIM	1,028	102	919	7
NOLAN, ERIC	880	72	804	4
SENSEMAN, ERIC	700	62	635	3
SWEET, MIRANDA	923	79	841	3
Write-In Totals	35	3	32	0
Overvotes	12	0	12	0
Undervotes	2,366	387	1,966	13

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,591	107	1,479	5
NO	1,005	168	832	5
Overvotes	0	0	0	0
Undervotes	118	16	101	1

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FLAGSTAFF 23

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	738	78	656	4
ODEGAARD, CHARLIE	558	105	449	4
Write-In Totals	4	2	2	0
Overvotes	0	0	0	0
Undervotes	126	29	97	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	596	78	517	1
GARCIA, ANTHONY	509	62	445	2
MCCARTHY, JIM	453	63	388	2
NOLAN, ERIC	430	49	380	1
SENSEMAN, ERIC	389	48	339	2
SWEET, MIRANDA	519	75	443	1
Write-In Totals	4	1	3	0
Overvotes	3	0	3	0
Undervotes	1,375	266	1,094	15

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	778	81	694	3
NO	571	115	451	5
Overvotes	0	0	0	0
Undervotes	77	18	59	0

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FLAGSTAFF 24

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	1,066	78	986	2
ODEGAARD, CHARLIE	1,302	140	1,156	6
Write-In Totals	10	1	9	0
Overvotes	0	0	0	0
Undervotes	206	25	177	4

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	1,179	72	1,106	1
GARCIA, ANTHONY	781	69	707	5
MCCARTHY, JIM	1,066	82	980	4
NOLAN, ERIC	765	57	705	3
SENSEMAN, ERIC	622	41	579	2
SWEET, MIRANDA	895	84	807	4
Write-In Totals	22	4	18	0
Overvotes	6	0	6	0
Undervotes	2,416	323	2,076	17

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,452	111	1,339	2
NO	987	116	863	8
Overvotes	0	0	0	0
Undervotes	145	17	126	2

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FLAGSTAFF 25

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	877	52	823	2
ODEGAARD, CHARLIE	782	97	681	4
Write-In Totals	8	0	8	0
Overvotes	0	0	0	0
Undervotes	146	18	128	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	868	48	815	5
GARCIA, ANTHONY	564	41	520	3
MCCARTHY, JIM	747	70	674	3
NOLAN, ERIC	531	46	484	1
SENSEMAN, ERIC	447	41	403	3
SWEET, MIRANDA	633	48	583	2
Write-In Totals	18	1	17	0
Overvotes	3	0	3	0
Undervotes	1,628	206	1,421	1

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	1,032	68	961	3
NO	691	89	599	3
Overvotes	0	0	0	0
Undervotes	90	10	80	0

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FLAGSTAFF 26

MAYOR CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
DEASY, PAUL	391	47	341	3
ODEGAARD, CHARLIE	518	79	436	3
Write-In Totals	4	0	4	0
Overvotes	0	0	0	0
Undervotes	85	11	74	0

COUNCILMEMBER CITY OF FLAGSTAFF

Vote For 3

	TOTAL	Election Day	Early Voting	Provisional
DAGGETT, BECKY	386	42	342	2
GARCIA, ANTHONY	432	50	379	3
MCCARTHY, JIM	348	48	300	0
NOLAN, ERIC	300	38	262	0
SENSEMAN, ERIC	228	23	205	0
SWEET, MIRANDA	369	45	321	3
Write-In Totals	19	4	15	0
Overvotes	3	0	3	0
Undervotes	909	161	738	10

PROPOSITION 436 CITY OF FLAGSTAFF

Vote For 1

	TOTAL	Election Day	Early Voting	Provisional
YES	454	43	409	2
NO	480	87	390	3
Overvotes	0	0	0	0
Undervotes	64	7	56	1

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10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/12/2020
Meeting Date:	11/17/2020

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Salas to place on a future agenda a discussion about a policy of a moratorium on any new or increased fees until after the global pandemic is over as set forth by CDC.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/13/2020
Meeting Date:	11/17/2020

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
Capital Projects Report

City Manager's Report

November 12, 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…

Fire Department

There are two important recognitions to be shared here. First, congratulations to Marc Goldberg on his retirement. Captain Goldberg is on staff for the Fire Science Program at Coconino Community College. In his leadership both at CCC and the FFD he has garnered the respect of many firefighters both in and out of the FFD. Marc's fire service career spans 30 years, with 25 of them in service to the City of Flagstaff. He is pictured here smiling in front of Engine No. 6.

As noted by Chief Gaillard, "Goldie's impact as a mentor to so many firefighters is immense! Thank you for your service."

Indeed, thank you Captain Goldberg, and congrats!

Congratulations are also in order for Captain Earl Callander, for his receipt of the Fire Officer ("FO") designation from the Center of Public Safety Excellence. He is now one of 555 such designees worldwide! This is an impressive accomplishment. The FO is awarded only to individuals who meet stringent professional criteria. Captain Callander checked the boxes.

As noted by Chief Gaillard, "We are very proud of Captain Callander's designation and his commitment to Excellence."

Well done, Captain Callander!

The 2006 Quint 2 Ariel Platform repairs were completed today. These repairs involved a complete tear down of the rear suspension and remediation of extensive surface rust to the frame. Council saw images of the earlier repair process in a previous CM Report. Some of the parts had to be fabricated due to not being available any longer. This project has taken three months, with thanks to the in-house shop work to fabricate the needed parts. Almost everyone at Fleet had some hand in getting this rebuild to the finish line. We appreciate the patience of FFD with this important project!

Police Department

It's that time of year. Crisis Response Network was implemented on November 2nd, and officers distributed over 300 friendly Winter Parking Ordinance Warnings in University Heights, Ponderosa Trails, Southside, and N. Downtown.

And in the arena of great appreciation for community service, a hearty congratulations to two individuals who have served this community quite well for many years; Officer Kelly Brown is retiring after 24 years of service and congratulations to Sgt. Ryan Coons on his retirement after 32 years of service.

Kelly Brown started with the Flagstaff Police Department on 11/04/1996. During his career he served as a patrol officer, Field Training Officer, Firearms Instructor and Housing Authority Officer. He received letters of commendation throughout his career such as conducting an outstanding domestic violence investigation in 2018 and receiving a WOW award in 2014. He also received numerous other letters detailing his compassion and professionalism during investigations and helping members of the community. He retired on 11/6/2020.

Ryan Coons transferred to the Flagstaff Police Department in December of 1989 after working as a sworn Deputy with Coconino County for two years. His starting wage with the city was $10.79 an hour, which was considered high at the time! Ryan was commended over the years numerous times for his high-quality police work, exemplary investigations, and for arresting dangerous felons. He served as a gang investigator while assigned to State Gang Task force, started the department's bicycle officer program, and he served in the Criminal Investigations Division for 2 years. He was awarded the City Manager's Award on two different occasions. Ryan has served in just about every capacity a Sergeant can serve in including; Patrol Sergeant, Metro Narcotics Sergeant, Internal Affairs Sergeant, Sunnyside King Squad Sergeant, and most recently as the Special Enforcement Squad Sergeant.

Ryan's legacy at the Flagstaff Police Department is and forever will be the Swat Team, and he has been our Swat Team Leader for the past 18 years. His vision for the Swat Team is unparalleled, and he has transformed our team over the past three decades to the team it is today. Ryan was selected for the Swat Team in 1991, and he would remain on the team for the remainder of his career which is an incredibly difficult task, 28 years! He set the Swat PT course record at Mesa Swat School, and just like at the academy, I think he could still compete for the award today.

Ryan was commended with his teammates on several occasions for peaceful resolutions to dangerous conflicts and saving lives, and he will always be known to take the most dangerous assignments on a callout. Ryan was awarded the Medal of Valor during a Swat callout which is the department's highest award for bravery. Ryan entered a bathroom with an armed suspect, and he wrestled the gun out of the suspect hands which ended a potentially deadly scenario and saved the man's life. Ryan was also awarded the Meritorious Service Medal for chasing an armed suspect during a Swat callout. Ryan retired on 10/23/2020.

And here's a heartwarming story. A community member expressed the following thanks for the assistance of Officer Guy Rogers:

I am a caregiver. The other day as I was headed to my "clients" home I received a text from my client. He was stranded, the lift ramp for his van just stopped working. We tried to manually lift it, no luck. As I began to think about who could possibly assist us as most taxi services are not equipped to handle a 650lb wheelchair. Along came Officer Rogers, whose assistance was essential. He looked around the area in front of Cal Ranch found a trailer gate that would end up acting like a ramp. He then went and talked with the management at Cal Ranch who willingly let us use their merchandise to solve the problem as I was attending to my client's needs. With his help and that of a Good Samaritan we were able to get my guy home safely. We hear so much negative these days about our "sheepdogs", it was refreshing to hear from this officer "when I became a police officer I didn't do it with kicking down doors, or pulling my firearm in mind, I did it for this." I cannot express the gratitude I felt in that moment. To know that help was there and given with such grace.

Thank you, Officer Rogers. Way to represent!

Parks & Recreation

The west side Parks team took 51 cubic yards of pine needles to the NAU composting location as part of the IGA and overall composting partnership. This haul was in addition to 30 yards from Parks' regular green waste dumpster, which was filled with pine needles from Thorpe Park. This pilot program for pine needle composting is an intriguing one … stay tuned as we will continue to provide updates. It's a great partnership!

On Saturday, October 31st, Flagstaff Parks and Recreation, in partnership with Flagstaff Library Services, held a **drive-thru Halloween Trick or Treat event**. The Halloween drive-thru took place at the Jay Lively Activity Center, Hal Jensen Recreation Center, Aquaplex, Downtown Library, and East Side Library from 1:00 - 4:00 PM. A total of 1,558 cars of trick-or-treaters with 3,723 treat bags or candies handed out. Treat bags included candy, stickers, Halloween crafts, Halloween toys, and disposable Halloween face masks in children's size. Additionally, each bag included Halloween safe trick-or-treat guidelines from www.Halloween2020.org. (pictures below).

In addition to extending our great appreciation for the creative and enthusiastic approach to this event, it also needs to be noted that Councilmember Aslan raised this issue months ago as a FAIR item. It resonated! Thank you, Councilmember Aslan.

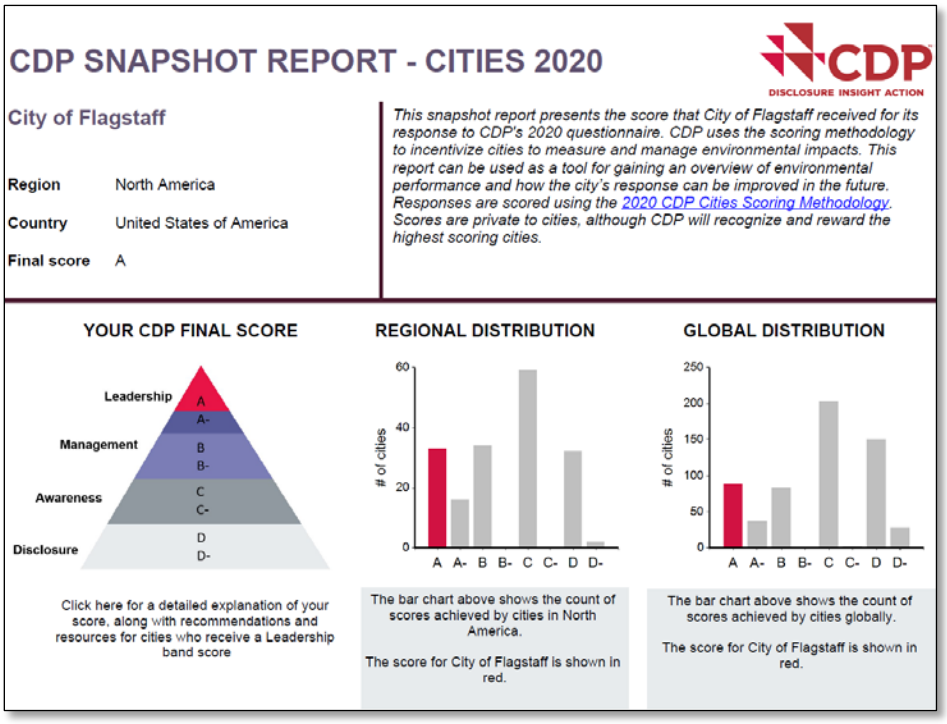
Jay Lively re-introduced *Adult Stick and Pucks* sessions this week. Sessions are currently available on Mondays and Fridays from noon to 2 PM. A maximum of 20 participants are allowed per session and patrons are encouraged to call ahead to make a reservation.

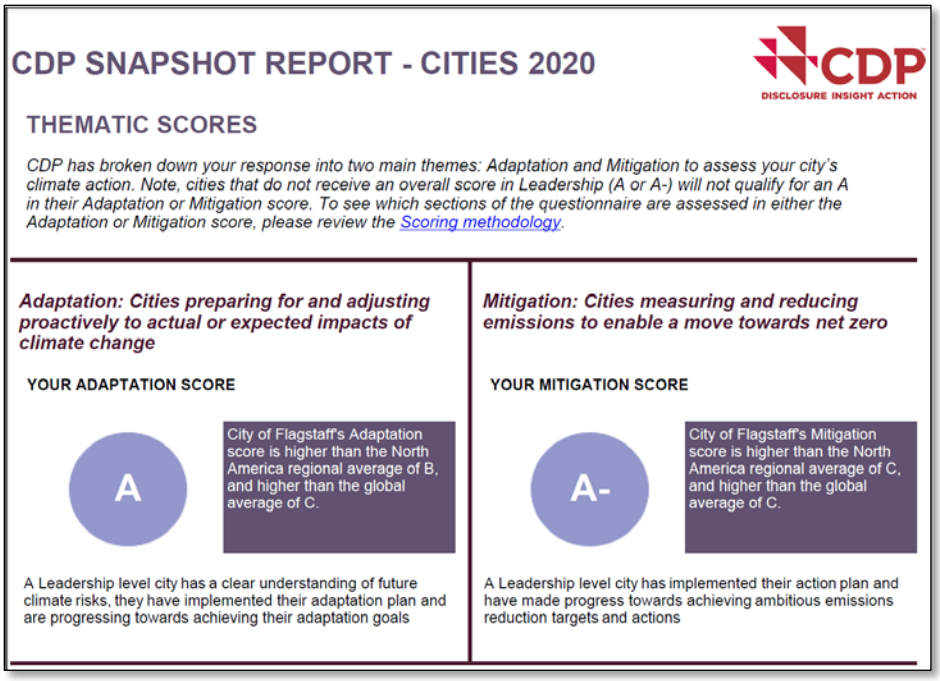
The Sweeper operations crew continues to work swiftly and safely during the fall season. One additional unit continues to be assigned to the residential areas to address fall foliage and road debris prior to winter events. On Tuesday the 27th, all Streets crew members were working primarily on the east side to address fallen trees and debris in roadways as a result of strong overnight winds.

Sustainability

Some great news here! We are pleased to announce that the City of Flagstaff is being recognized as an A-list city in climate action leadership from the Carbon Disclosure Project (CDP). CDP is an international agency that provides the global platform for cities to measure, manage, and disclose their environmental data. The Sustainability Section is pleased to make note of this amazing accomplishment. A quote from our esteemed Mayor below:

> *"We're proud to have made the CDP A-list two years in a row. It is hard to believe that we completed our 1st community-wide Greenhouse Gas Inventory back in 2008, and now we have been twice recognized as a global leader for our climate action. Reaching our newly updated goal of carbon neutrality by 2030 will require strong leadership and dedication, and while it will be hard, Flagstaff can meet this challenge and turn current risks into future opportunities that are accessible to all residents equally. We are indebted to the community members that brought this initiative forward, specifically Flagstaff's youth, and look forward to working with them and CDP to achieve this critical goal."*





CDP SNAPSHOT REPORT - CITIES 2020

CDP
DISCLOSURE INSIGHT ACTION

THEMATIC SCORES

CDP has broken down your response into two main themes: Adaptation and Mitigation to assess your city's climate action. Note, cities that do not receive an overall score in Leadership (A or A-) will not qualify for an A in their Adaptation or Mitigation score. To see which sections of the questionnaire are assessed in either the Adaptation or Mitigation score, please review the Scoring methodology.

Adaptation: Cities preparing for and adjusting proactively to actual or expected impacts of climate change

YOUR ADAPTATION SCORE

A

City of Flagstaff's Adaptation score is higher than the North America regional average of B, and higher than the global average of C.

A Leadership level city has a clear understanding of future climate risks, they have implemented their adaptation plan and are progressing towards achieving their adaptation goals

Mitigation: Cities measuring and reducing emissions to enable a move towards net zero

YOUR MITIGATION SCORE

A-

City of Flagstaff's Mitigation score is higher than the North America regional average of C, and higher than the global average of C.

A Leadership level city has implemented their action plan and have made progress towards achieving ambitious emissions reduction targets and actions

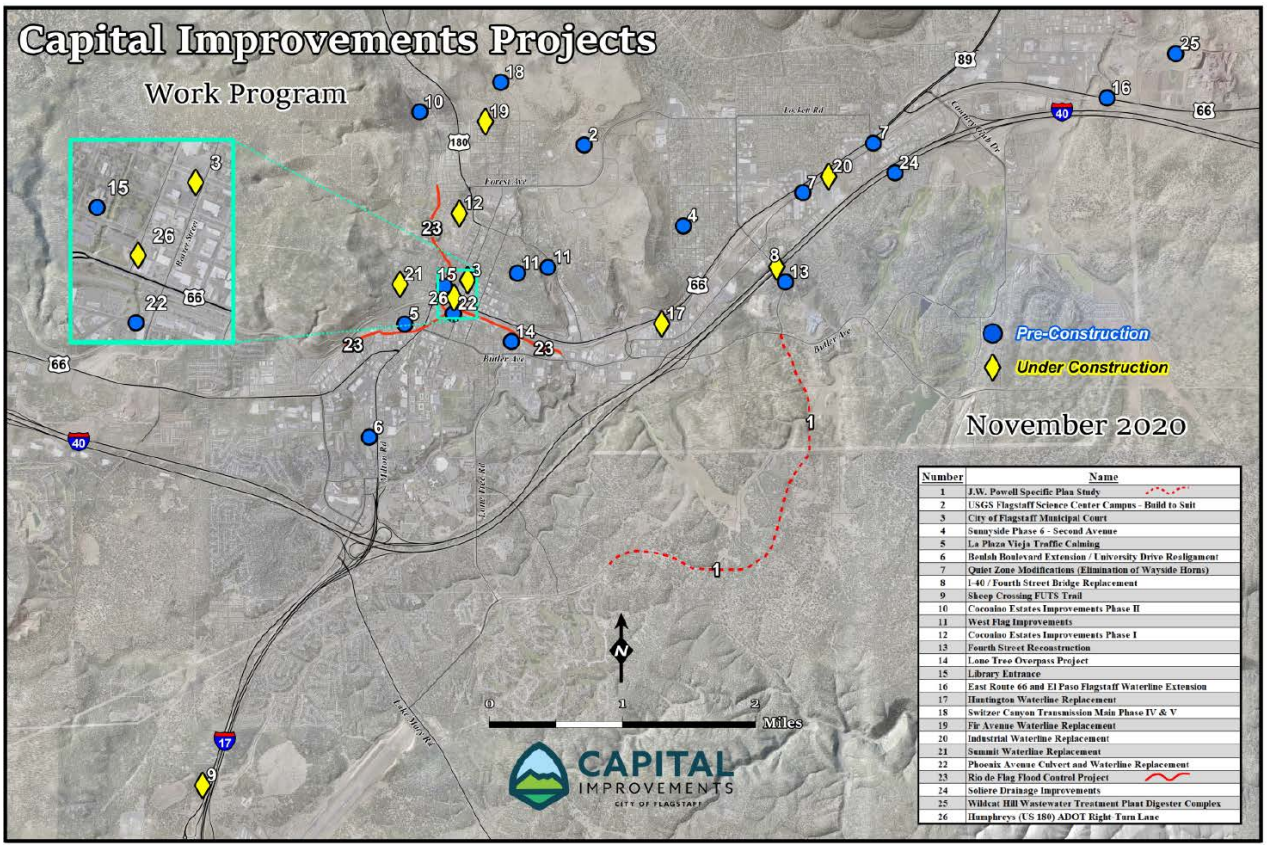
Lived Black Experience – A Strategic Plan

Council, we have received a copy of the Strategic Plan from Ms. Deb Harris. I will be forwarding this to you under separate cover so you have a chance to review it in advance of the public discussion that will be occurring at the November 24th Council Meeting. Many thanks to Ms. Harris and the many others who were involved in this project. We look forward to the continued discussion.

City Engineering & Capital Improvements

Attached to this report is the Capital Improvements Update, which is quite informative. The following map will give you reference. There is a lot going on, obviously. We hope you find it of interest.

Thank you, Council. A gentle reminder of our one-and-a-half day retreat on December 16th and 17th. We are working hard to put together the agenda, which will largely focus on orientation and overview discussion.



Number	Name
1	J.W. Powell Specific Plan Study
2	USGS Flagstaff Science Center Campus - Build to Suit
3	City of Flagstaff Municipal Court
4	Sunnyside Phase 6 - Second Avenue
5	La Plaza Vieja Traffic Calming
6	Beulah Boulevard Extension / University Drive Realignment
7	Quiet Zone Modifications (Elimination of Wayside Horns)
8	I-40 / Fourth Street Bridge Replacement
9	Sheep Crossing FUTS Trail
10	Cocomino Estates Improvements Phase II
11	West Flag Improvements
12	Cocomino Estates Improvements Phase I
13	Fourth Street Reconstruction
14	Lone Tree Overpass Project
15	Library Entrance
16	East Route 66 and El Paso Flagstaff Waterline Extension
17	Huntington Waterline Replacement
18	Switzer Canyon Transmission Main Phase IV & V
19	Fir Avenue Waterline Replacement
20	Industrial Waterline Replacement
21	Summit Waterline Replacement
22	Phoenix Avenue Culvert and Waterline Replacement
23	Rio de Flag Flood Control Project
24	Soliere Drainage Improvements
25	Wildcat Hill Wastewater Treatment Plant Digester Complex
26	Humphreys (US 180) ADOT Right Turn Lane

COMMUNITY DEVELOPMENT DIVISION

ENGINEERING SECTION

Monthly Capital Projects Report
November 2020

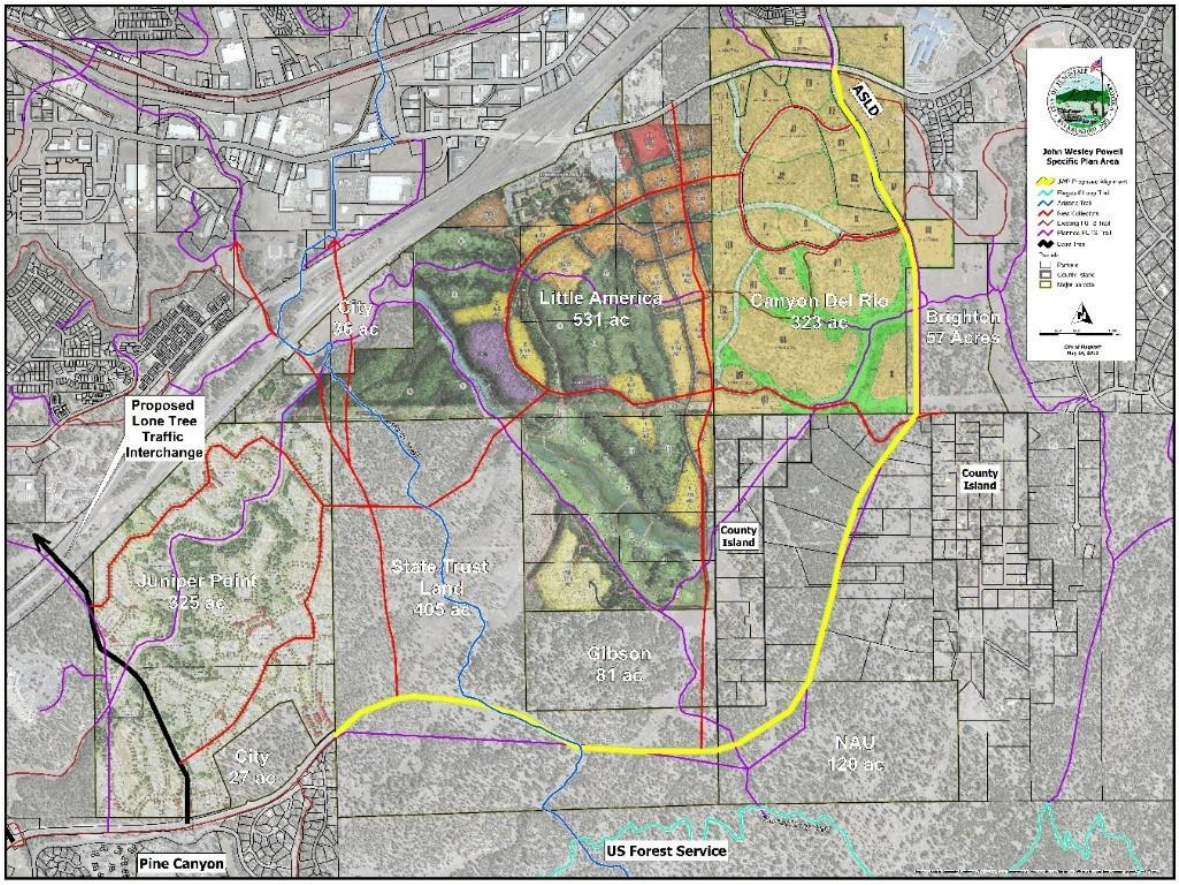
J.W. Powell Specific Plan Study (PLANNING PHASE)

FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

Description – The purpose of the John Wesley Powell Specific Plan Study (Study) is to develop a specific plan to guide the future private development of public infrastructure, utilities and facilities. Phase 1 of the project is the conceptual design of the future public infrastructure (roads), public utilities and facilities location analysis. The conceptual design is required to meet the full City infrastructure standards including street improvements, potable water, sanitary sewer mains, storm drain systems, street lighting and associated appurtenances. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase 2 of the Study is development of the planning elements necessary to gain City Council approval of a Specific Plan.

Project Update:

- City Staff and Peak Engineering met with AZ Game and Fish to discuss incorporation of wildlife crossings and corridors into 30% engineering design.
- Kickoff meeting for the focused public involvement component of corridor-affected parcel owners took place this week.



Proposed alignment of new J.W. Powell Boulevard. and Fourth Street; denoted by yellow line

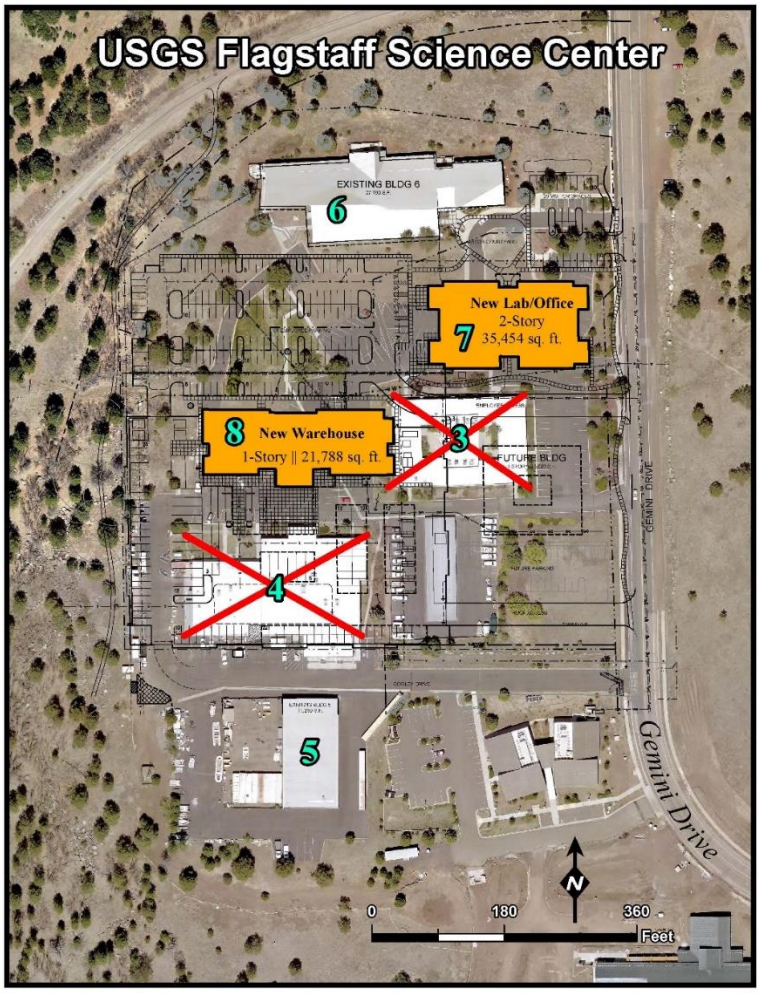
USGS Flagstaff Science Center Campus - Build to Suit (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

Description – This project will bring new improvements to the USGS Flagstaff Science Campus, located just south of Buffalo Park. There will be two existing buildings demolished (buildings 3 and 4), and two new buildings constructed (buildings 7 and 8). One of the new buildings will be a new lab and office facility while the second building will be a new warehouse. These two new buildings will require a minimum certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (USGBC) of "Green Building Rating System" of "LEEDTM Silver for New Construction (NC)."

Project Update:

- City Staff is working to draft Request for Statement of Qualifications (RSOQs) to procure a design-build contractor.
- Lease agreement approved by Council on 15 September.



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

City of Flagstaff Municipal Court (CONSTRUCTION PHASE)

FUND: GENERAL GOVERNMENT

Description – The City of Flagstaff Municipal Court Project is a 40,000 SF facility that will provide full user services to the City Court, the City Prosecutor's Office, and the public. It is located two blocks north of the existing Court facility, at 101 W. Cherry. Amenities include: four court rooms, one hearing room, administrative staff offices for the Court and Prosecution, in-custody detention and processing, and customer service facilities

Project Update:

- KCS continues to work to complete punch list items.
- The asbestos abatement of the old Court and Prosecutor's buildings will be complete the week of November 9.
- Demolition of the old buildings is contingent on franchise utility relocations.

Court Facility looking at the main entrance – northeast corner

Sunnyside Phase 6 – Second Avenue (DESIGN PHASE)
FUND: HIGHWAY USER REVENUE FUND (HURF)

Description – This project improves stormwater drainage, rebuilds the asphalt roadway surface, and constructs sidewalks and driveways along one block of Second Avenue, between West and Center Streets, in Sunnyside.

Project Update:

- The final plans by Peak Engineering have been signed by appropriate city staff.
- This project does not currently have funding for construction.

Extent map of the Sunnyside Phase 6 – Second Avenue Project

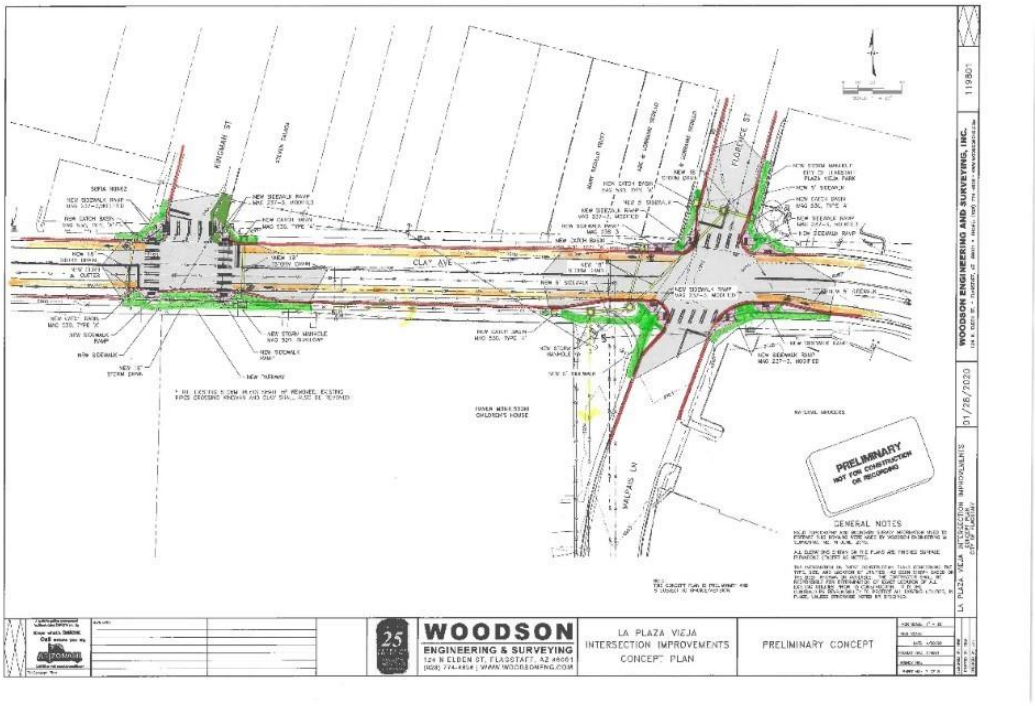
La Plaza Vieja Traffic Calming (DESIGN PHASE)

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

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

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- Consultant is working on the 90% plans and specifications.



Conceptual Plan of Proposed Improvements

Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

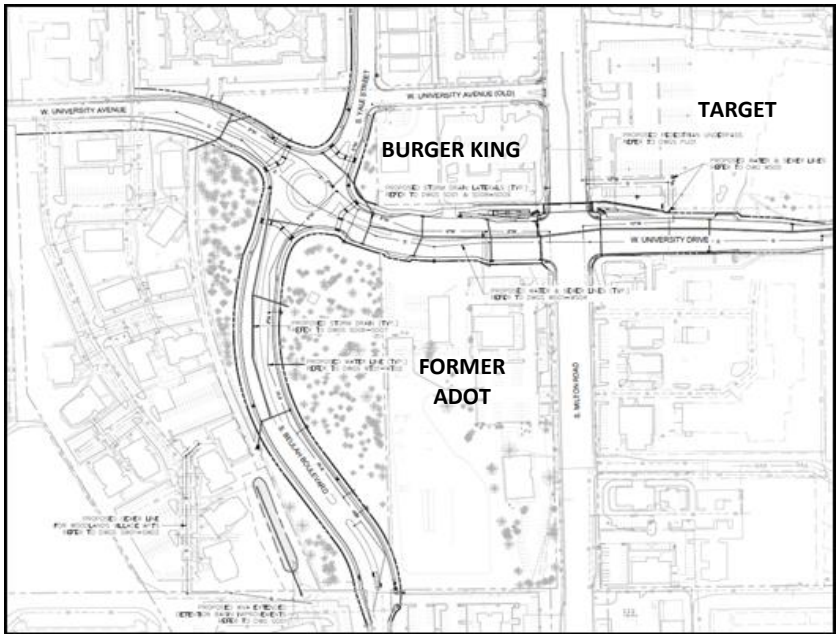
FUND: TRANSPORTATION TAX (STREETS)

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

- All structures and septic tanks have been demolished and removed from former Fresquez property.
- Abatement and demolition of the former ADOT Lab is complete and debris are being removed.
- Abatement on the former ADOT office building will be complete by November 6th; demolition will begin November 9th.
- City Staff, Vintage Partners, and SWI (Shephard Wesnitzer, Inc.) have signed the escrow instructions for final design of the roadway project. Funding of the escrow account should take place next week.

Demolition of the former Fresquez residence after abatement; debris haul off to come.



Extent map of new Beulah and University Realignment – taken from 30% plans

Quiet Zone Modifications (Elimination of Wayside Horns) (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREET OPERATIONS)

Description – The City Council considered a citizen petition in July 2017 regarding the Quiet Zone and the sound level of the wayside horns on the eastside of town at the Steve's and Fanning crossings. The wayside horns are operated by the City at both crossings and are an approved supplemental safety measure used in the absence of the train mounted horn. The other 3 crossings in Flagstaff that are a part of the Quiet Zone utilize One Way streets (Beaver and San Francisco) and a non-traversable median (Ponderosa Parkway) to satisfy the supplemental safety measure requirement for the Federal Railroad Administration's requirements for Quiet Zones and therefore do not require wayside horns.

Project Update:

- In response to the petition we measured the sound levels and the aiming of the wayside horns. After the wayside horns were confirmed to follow all regulatory standards, the City moved on to pursue other supplemental safety measures 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.

Steves Railroad Crossing

I-40/Fourth Street Bridge Replacement (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (STREET & OVERPASS)

Description - A partnership with ADOT, the I-40/Fourth St. Bridges Project will replace the existing two travel lane bridges across the interstate with new bridges accommodating four travel lanes, a center median/turn lane, bike lanes, FUTS trail and pedestrian/bike path. A bridge slide will be utilized to reduce closures of Fourth St. from 3-4 months to approximately 17 days. The project is being administered by ADOT and the total City financial commitment is $8,854.644.

Project Update:

- Project is almost complete.
- Punchlist work will continue into late October for final project completion.
- Working with APS to get streetlights energized.
- The City has installed delineators along closed southbound lane.

Fourth St. Bridge – Construction approaches completion

Sheep Crossing FUTS Trail (CONSTRUCTION PHASE)
FUND: TRANSPORTATION TAX (FUTS)

Description – The Sheep Crossing FUTS Trail connects the Ponderosa FUTS Trail on the east end, just south of the Ponderosa Trails Subdivision, and the Sinclair Wash FUTS Trail on the west end. The western portion of the trail is in Fort Tuthill County Park and intersects the County's Soldiers Trail. Furthermore, this 0.74-mile trail is a connecting portion of the greater 44-mile Flagstaff Loop Trail. This trail utilizes two concrete box culverts for passage under Highway 89A and Interstate 17.

Project Update:

- Concrete approaches to tunnel have been poured and are curing.
- Guardrail along Beulah/89A is complete; including two tube rails over tunnel headwall.
- 10-barrel scupper is complete and FUTS fence safety rail is being installed at the East Portal (see picture below).
- Lighting is currently being installed on the inside of the tunnel.

The 10-barrel scupper is complete on the east side and FUTS safety rail is being installed. Tarp/blankets in this picture are to protect the curing concrete from nighttime freezing temperatures.

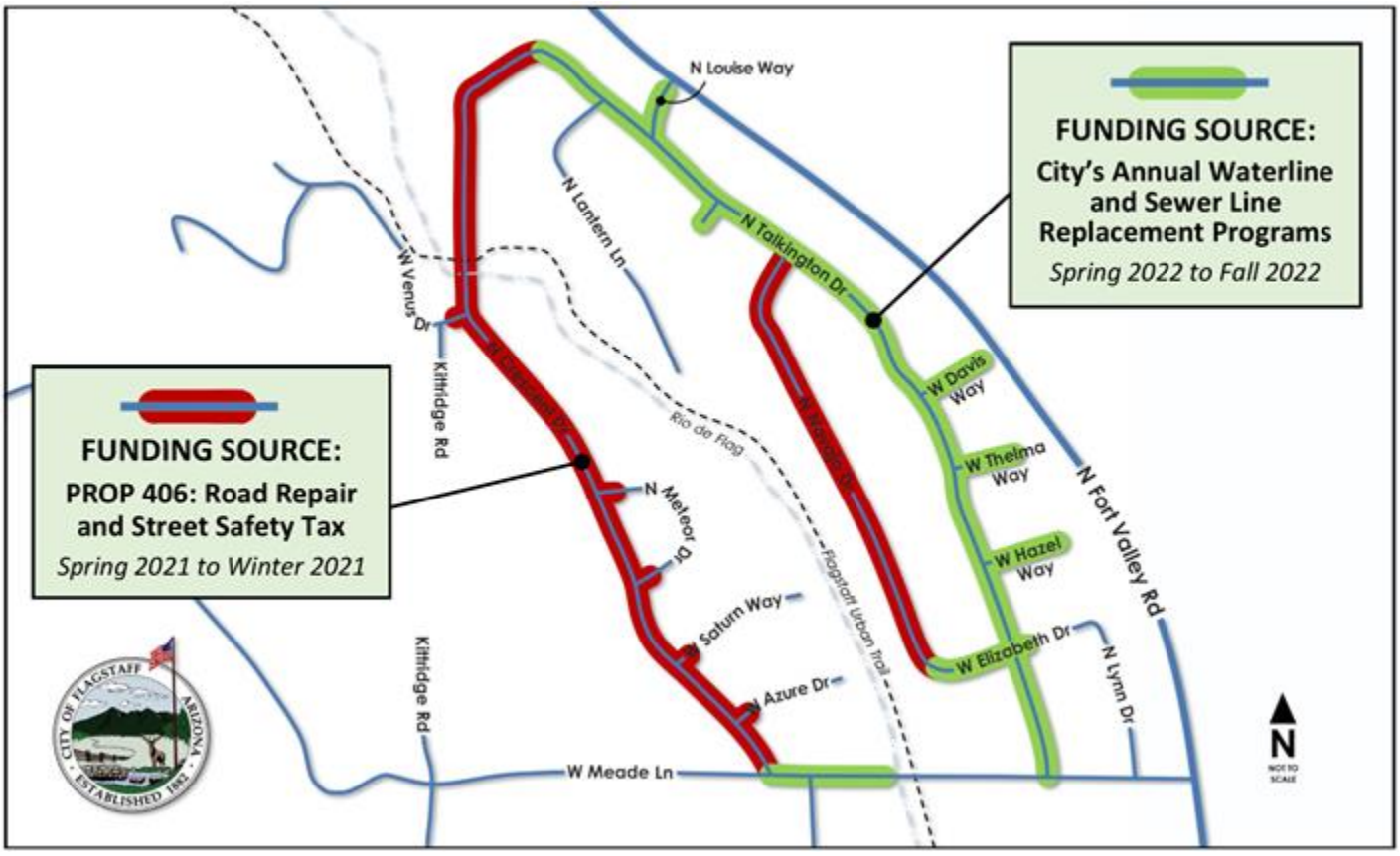
Coconino Estates Improvements Phase II (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY & ANNUAL WATERLINE AND SEWER LINE REPLACEMENT PROGRAMS

Description – This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk WILL NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

Project Update:

- A Project Presentation Video was posted to the Project website in lieu of conducting the typical community open house meeting (www.coconinoestates.com).
- Final I (90%) are currently being reviewed by Staff.
- Project will be advertised in winter 2020 with construction to start spring 2021.
- The City will NOT permit the successful contractor of the Phase II improvements to utilize the same construction yard as is being used for the Coconino Estates Phase I project near Thorpe Park.



Coconino Estates Improvements Phase II Project Limits – Funding - Schedule Map

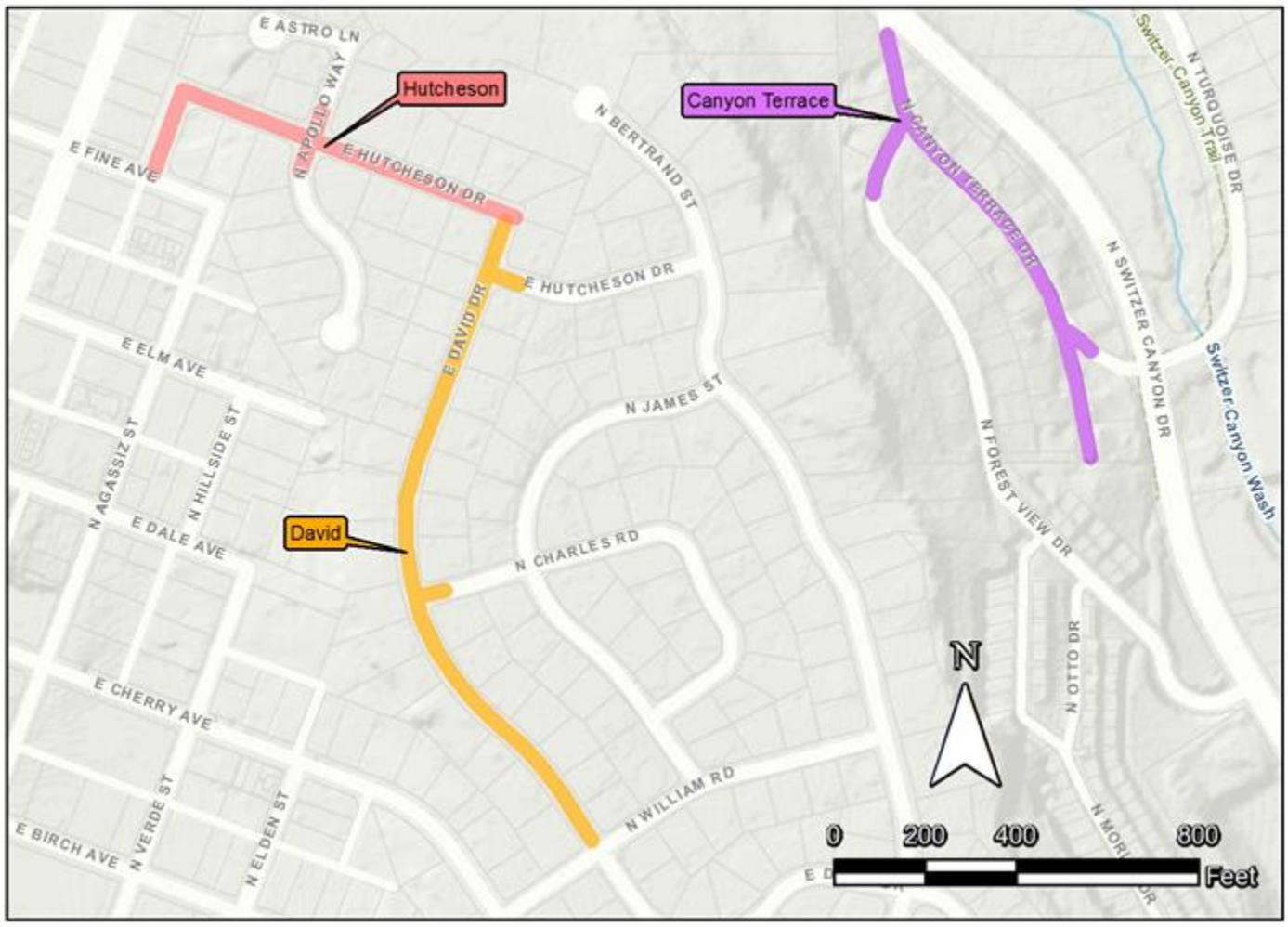
West Flag Improvements Phase II (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description – This is a utility and roadway improvements project located on Hutcheson Drive, David Drive, and Canyon Terrace Drive as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains (except for on David Drive), water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb on David Drive, and replacing select edge improvements (sidewalk, curb and gutter, etc.).

Project Update:

- The project was bid as one project this past spring but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID Pandemic.
- It was decided to split the Project into two separate Projects consisting of Hutcheson/David and Canyon Terrace. Staff is currently reviewing the Final II (100%) split plans.
- Project will be advertised as two separate projects in winter 2020 with construction to start spring 2021.



West Flag Improvements Project Limits Map

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, street lights, the entire asphalt road way, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently existing on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com

Project Update:

Navajo Road (Construction Zone #1)

- Completed utility installations including new water and sewer mains, water and sewer services, and underground electric conduit.
- Completed curb and gutter, subgrade preparation, and paving including pavement corrections.
- Sidewalk, driveway installation, and utility adjustment work continues.
- Landscape restorations scheduled for spring 2021.

Navajo Drive (Construction Zone #2)

- Completed the re-compaction of the existing sewer main trench from Navajo Road to Havasupai.
- Sewer main installation continues north of Havasupai.
- Water main installation continues.

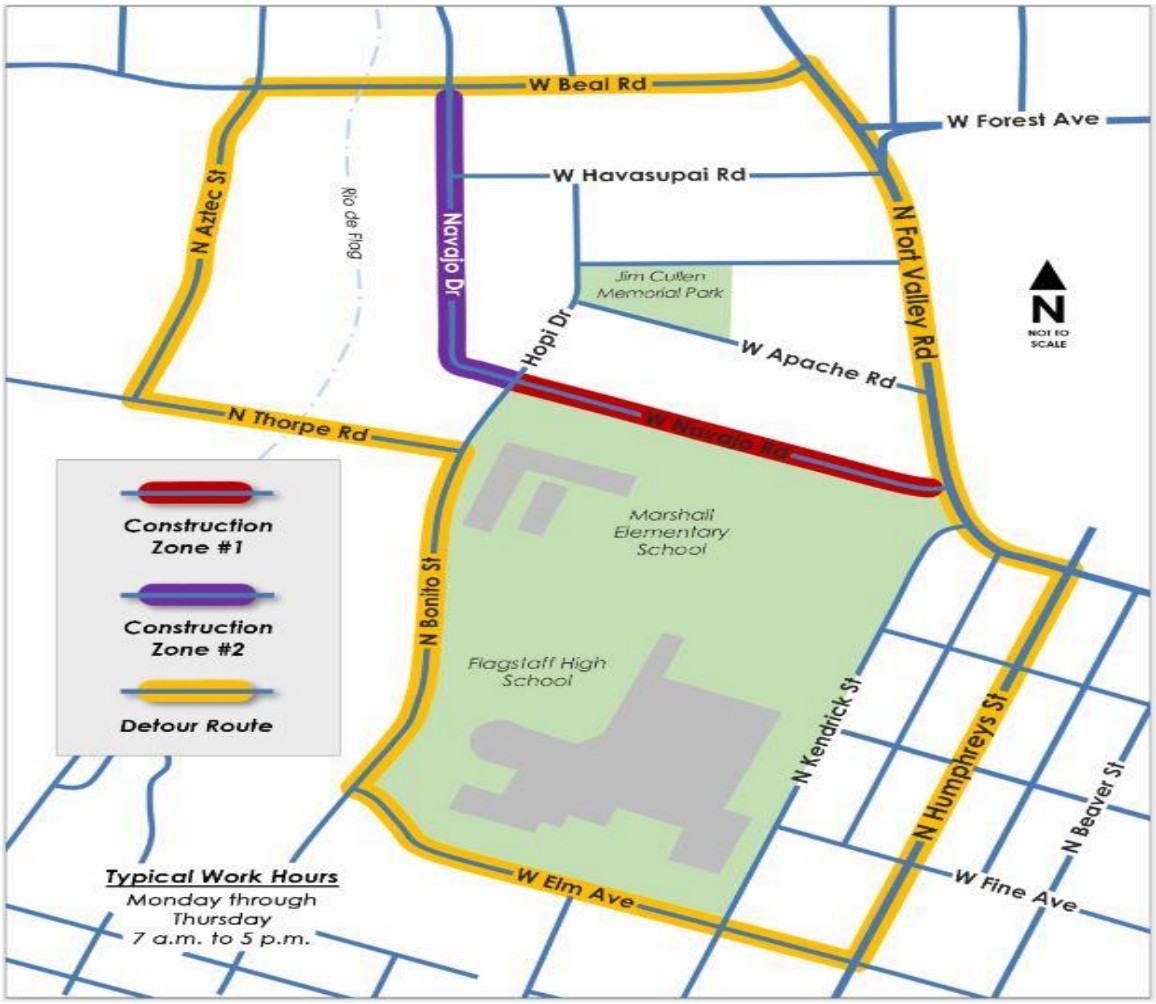
Traffic Impacts

- Navajo Road and Navajo Drive are closed to through traffic.
- Detours are posted around the closures.
- Mountain Line Bus route #5 will detour down Apache Road and Hopi Drive to get from Fort Valley Road to Thorpe Road instead of its typical route down Navajo Road and Hopi Drive. No stops will be affected.

Spruce Trees at 510 W. Beal Road

- On 10/30 a certified Arborist investigated the area with a supersonic air knife to determine root structure within the area of the proposed improvements. It was determined by the certified Arborist that the most western spruce tree will be able to be saved by reducing the sidewalk width from five feet to three feet, and that the spruce tree closer to highway 180 will have to be removed. Work in this area is scheduled for Spring of 2021.

Pavement correction operations looking east on Navajo Road



Current road closures and detours

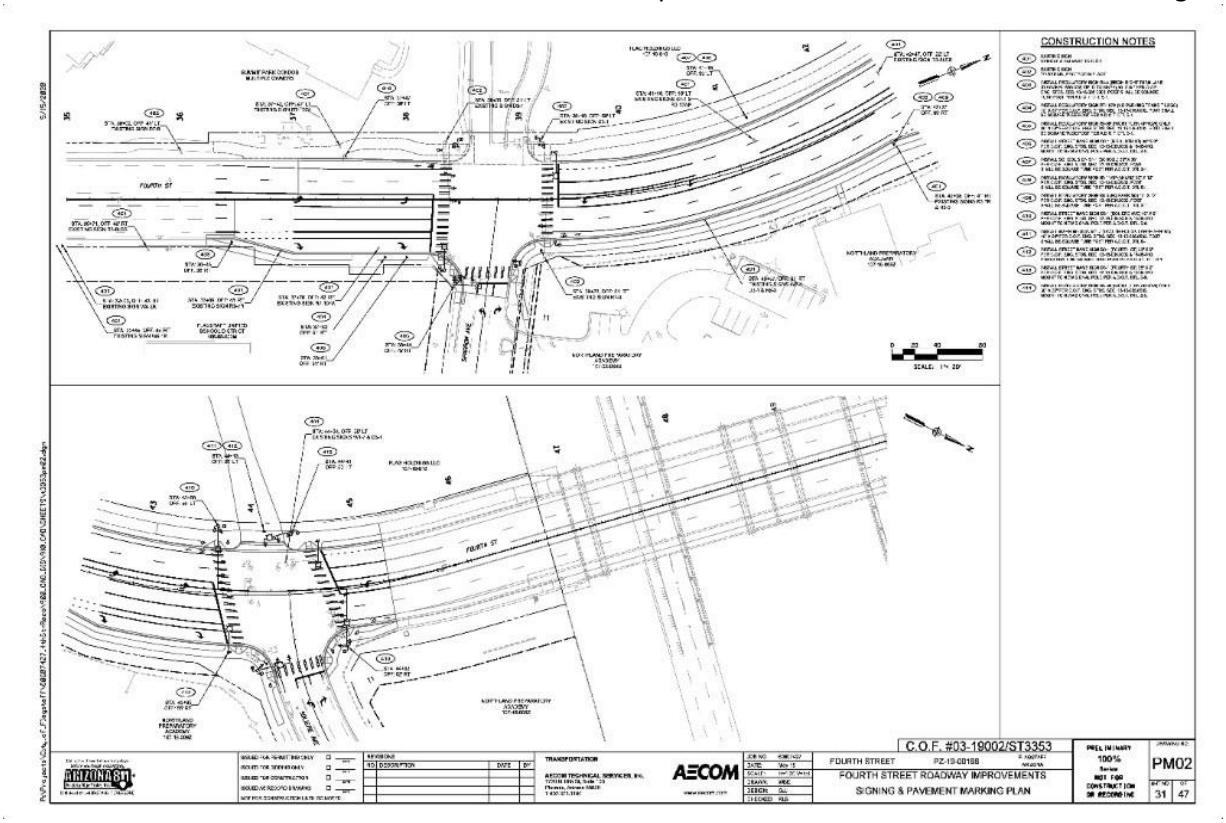
Fourth Street Reconstruction (DESIGN PHASE)

FUND: TRANSPORTATION TAX (RENEWED TAX)

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right turn lanes from Fourth Street onto Sparrow Ave. and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the bridge replacement project.

Project Update:

- Final plans have been approved.
- Project has been sent to Purchasing for advertisement.
- Project will be advertised in Fall 2020 with construction start in early 2021.
- Council consideration of contract award is anticipated at the December 15th Council Meeting.



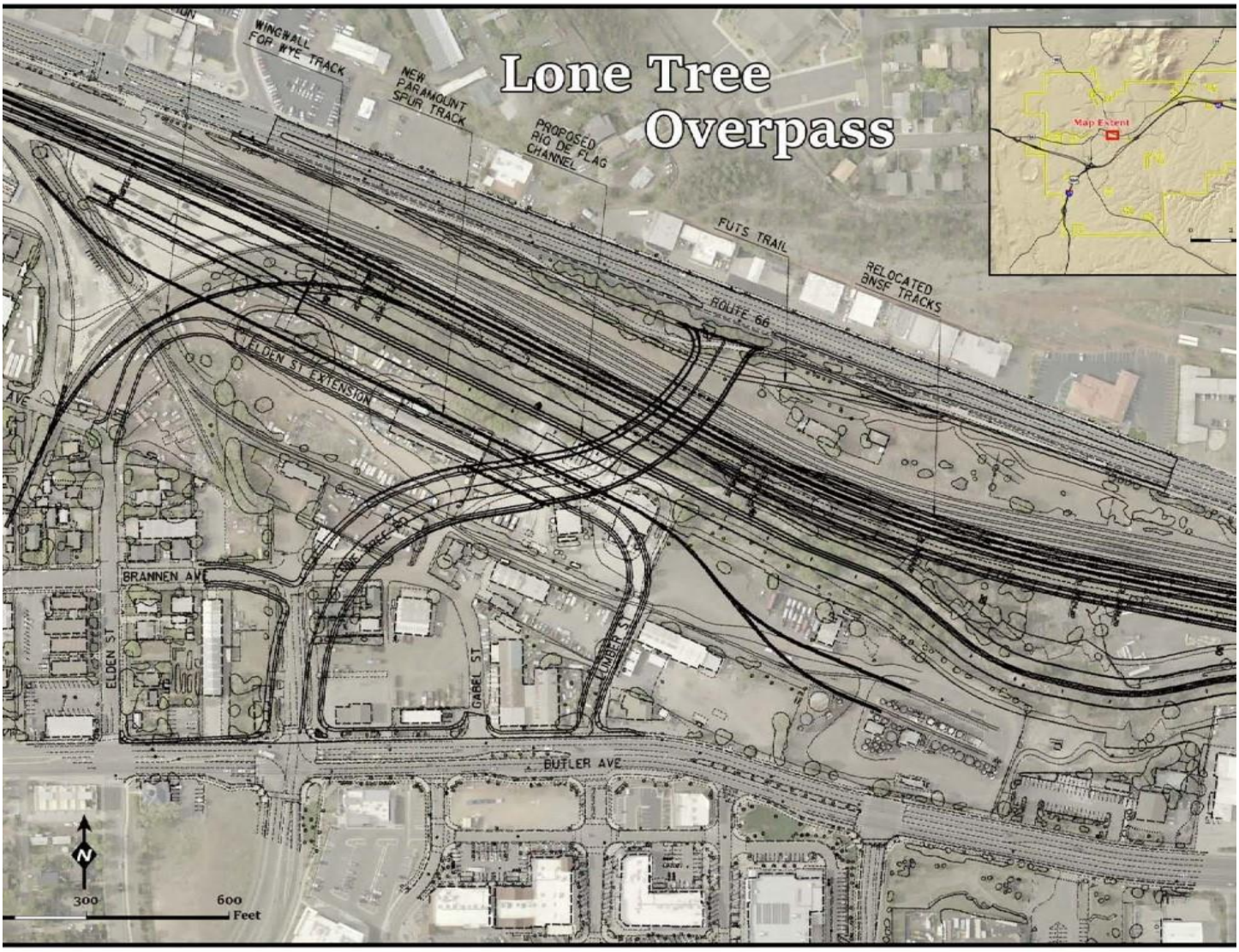
Fourth Street Reconstruction Overview Plan

Lone Tree Overpass Project (DESIGN PHASE)
FUND: TRANSPORTATION

Description – The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420.

Project Update:

- The City held interviews for three Design/Build teams on Thursday, November 5.
- The City is negotiating scope and fee for the first design-phase contract with the selected firm.
- A design-phase contract is anticipated to be presented to Council for approval in December 2020.



Lone Tree Overpass Concept Design

Library Entrance (Design Phase)

Fund: BBB- Beautification

Description – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for entrance**.** Public art will be incorporated into project and an Artist is being brought onto the design team. Project includes upgrades to landscaping, handicap parking, parking lot, and hardscape.

Project Update:

- Artist selection is underway-Plan to award at Dec 2. City Council Meeting
- WLB Group is working on conceptual plans for entrance.
- Concepts will be presented to Adaptability Commission next week.

Library Entrance Project-Existing Conditions

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

FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,**450** linear feet from the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues up El Paso Flagstaff Rd towards the Wildcat Treatment plant with approximately 1,600 linear feet of 8" ductile iron waterline. The project also calls for a repave of El Paso Flagstaff Rd. for the extents of the waterline extension.

Project Update:

- Capital Staff is working with the Real Estate Manager to secure easements for the new waterline.
- A Professional Services contract was approved with SWI on 4/22.
- Civil Plans are under review and should be completed by early October.
- Plans are being coordinated with the proposed Industrial Park to the east, a private development, to provide them water access and to mitigate future pavement cuts into the new road.
- Tentative construction schedule is to construct the waterline extension along Rt. 66 and El Paso Flagstaff Road during winter of 2020/2021 followed by paving of El Paso Flagstaff Road in the Spring of 2021.

Intersection of Rt. 66 and El Paso Flagstaff Road
looking north towards the Wildcat plant where the waterline will extend to

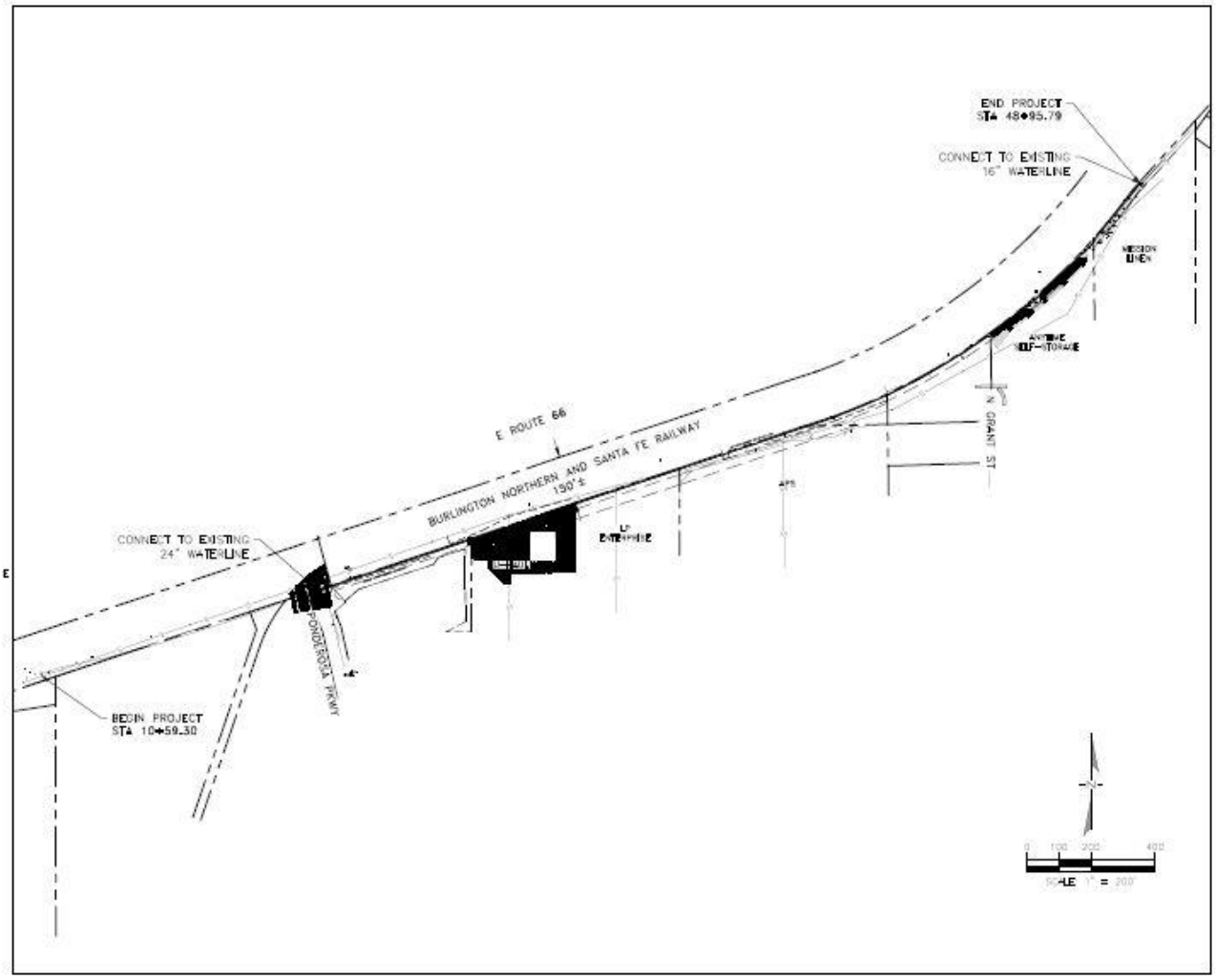
Huntington Waterline Replacement (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 LF of new 16" DIP, and associated roadway improvements. Included in the project will be new water services, fire hydrants and Air Release Valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- Plans have received approval to construct from ADEQ
- Plans are being routed for final approval with the City
- The bid package is being compiled for advertising
- Current working schedule has a proposed start of construction in late February of 2021



Vicinity Map of improvements

<u>Switzer Canyon Transmission Main Phase IV & V</u> (Design Phase)

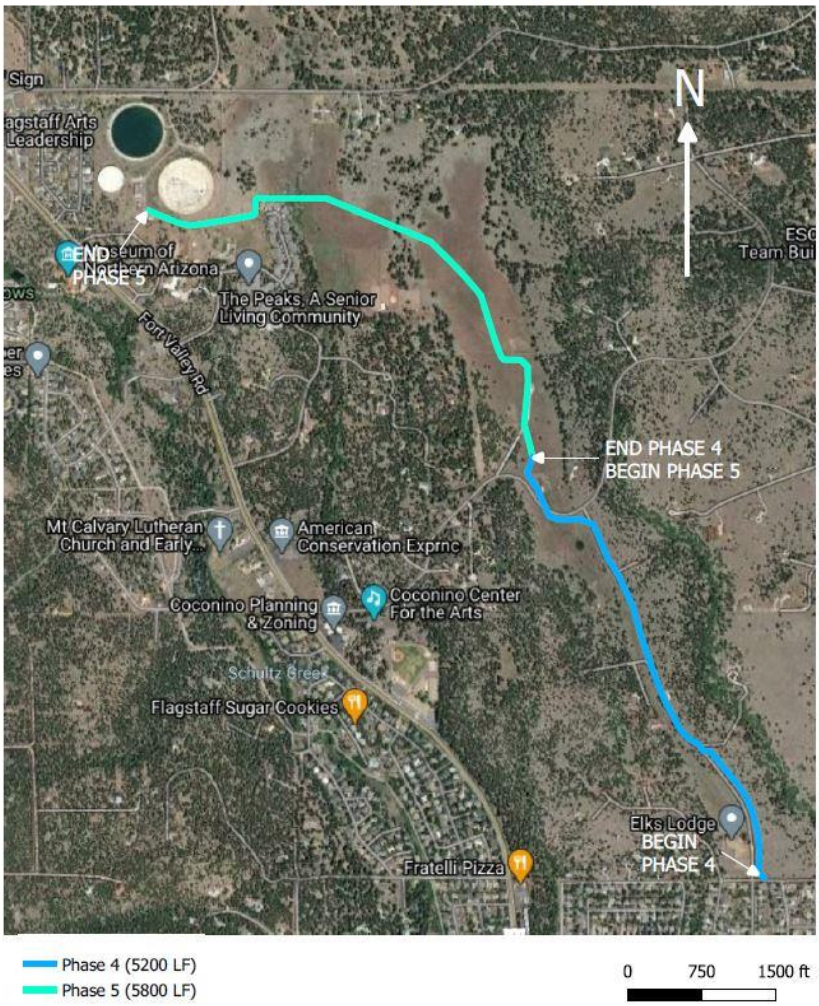
FUND: AGING INFRASTRUCTURE

Description – The Project consist of installing two new transmission mains, 24" and 16", that will complete the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Cheshire. The length of Phase IV and V is approximately 11,000 feet. The project is within City limits and the urban distribution service area within the County. Included in the project will be the two water mains with appurtenances, new bundled water meter/service locations and fire hydrants.

Project Update:

- Phase IV is at a 60% design phase with the consultant.
- Property acquisition is underway with legal descriptions, environmental clearances and site assessments.
- Phase V is in the planning phase to define the final alignment.
- Construction of Phase IV is anticipated for 2021.
- Construction of Phase V is anticipated for 2022.
- Staff anticipates bringing to City Council for their consideration the *Out-of-City Water Service* property owner agreements in December 2020.

FIGURE 1 - SWITZER CANYON WATER LINE
PHASE IV & V CURRENT ALIGNMENT



Fir Avenue Waterline Replacement (CONSTRUCTION PHASE)
FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 feet of new 8"" DIP, 100 feet of new 6" DIP and associated roadway improvements. Included in the project will be new water services, fire hydrants and Air Release Valves. The project is in the Mount Elden Park Subdivision, north of Flagstaff Medical Center. The project is approximately three blocks of Fir Avenue and one block of Mesa Avenue.

Project Update:

- Concrete flatwork replacement has begun for approximately 50% of the project limits.
- New water service lines with meter tie-ins are complete for the entire project.
- Pavement replacement for the entire project has been completed.
- Project restoration measures have started for the project limits.
- New infrastructure will reduce failures of the existing water system resulting in flooding of private properties downstream of Fir Avenue and Mesa Drive.
- New infrastructure will also reduce the costly operation and maintenance of the existing water system by minimizing breaks and material failures.

Pavement replacement at Marion Drive and Fir Avenue

Industrial Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - A utility improvements project on E. Industrial Drive from approximately Steves Boulevard to N. Caden Court. The improvements consist of replacing approximately 2,050 feet of 16" ductile iron waterline pipe, associated paving for the waterline trench, removal and replacement of curb, gutter and valley gutter. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update：

- Crews are working today, 11/12, to make the last tie in from old to the new watermain. Crews will work through the weekend to prepare subgrade for final paving next week.
- The waterline system was pressure tested with passing results last week.
- Traffic control is in place with a south lane shift on Industrial Dr. from Caden Court to Walgreens St.

Crews installing last tie in from new watermain to old watermain., Industrial Dr., looking west

Summit Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update：

- Water tie-ins on Walnut St., Sycamore St., and Summit Ave. completed.
- Final pavement installation scheduled for next week on Walnut St. and Sycamore St.
- Trench patching installed on Santa Fe Ave.
- Select replacement of sidewalk panels and curb and gutter.
- Construction yard is set up on Coconino Avenue and sharing the overall space with the Humphreys Street ADOT project.

Summit Water Project-Trench patching on Santa Fe Avenue

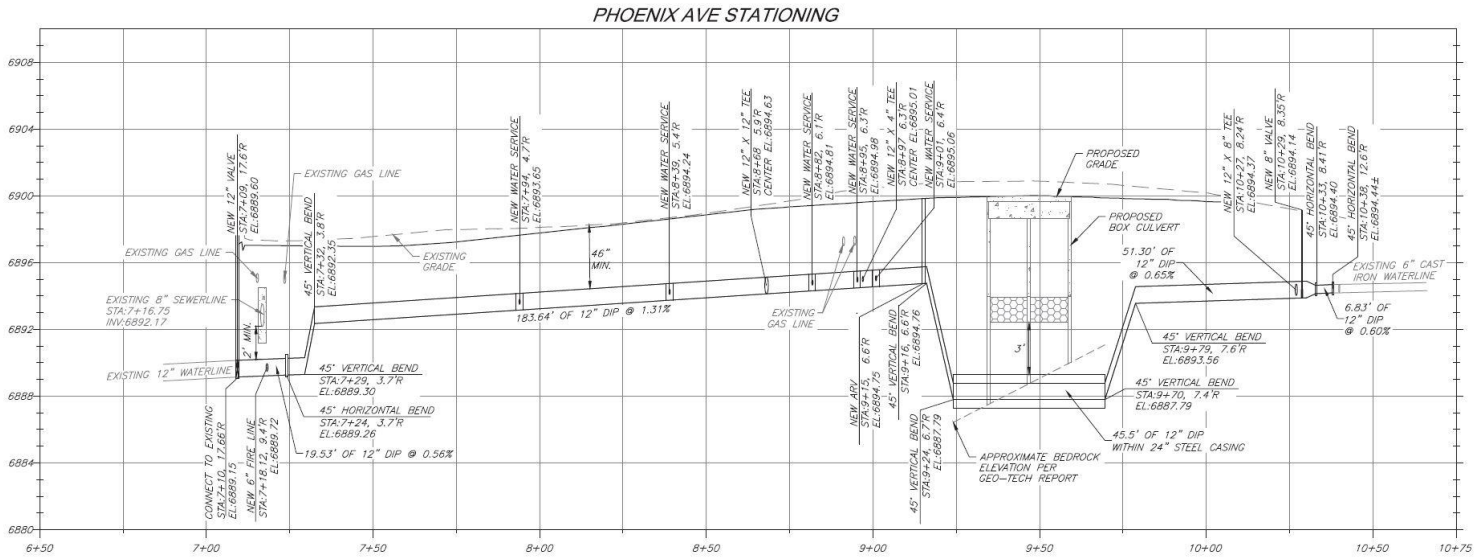
Phoenix Avenue Culvert and Waterline Replacement (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building) with the appropriate conveyance structure and will update a 12" water main in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved. The existing waterline in this area is over 114 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- First review of the Civil Plans has been completed and sent back to the design engineer for revisions.
- A meeting was held in late September with city staff and the consulting Structural Engineer to discuss plans for rehabilitating the beam under Zani.
- A meeting was held in Late September with city staff and the design engineer to discuss strategy on construction logistics to mitigate impacts to businesses in the area.
- The 90% plans have been submitted for city review.
- The working schedule has bid solicitation in mid to late December 2020.
- Construction would be targeted to begin in early Spring of 2021.



Cross section of Phoenix Ave. showing new 12" DIP waterline and box culvert

Rio de Flag Flood Control Project (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels, and the construction of an underground concrete confluence structure. The channelization of Clay Avenue Wash channel will begin at an upstream inlet structure transitioning into an open rectangular concrete channel and then transitioning into an underground reinforced concrete box channel ending at the confluence on Clay Avenue Wash and Rio de Flag, approximately 5,000 feet. The channelization of the Rio de Flag channel will begin at an upstream inlet structure transitioning into an underground reinforced concrete box channel with an open earthen channel above (composite channel) and then transitioning into the underground confluence structure. From the confluence structure, the Rio de Flag channel will be rerouted out of the Southside, along the BNSF railroad tracks, then transitioning into an open trapezoidal channel with riprap placed on invert and side slopes. Work includes widening and deepening by large scale excavation, grading, and compacted fill; disposal of excess excavated material; installing over 1 mile of underground reinforced concrete box channel, riprap slope protection, critical underground concrete confluence hydraulic structure, drainage culverts, many utility relocations, landscaping & mitigation planting, asphalt concrete paving, access ramps, safety railing and appurtenant work. Construction methods will include hard rock excavation during grading and utility excavation, groundwater dewatering, shoring, environmental cleanup & disposal and cut slope & trench stabilization.

Project Update:

100% plans status -Phase I & Phase II

- Photo simulations for the Flood Wall, Composite Channel, Open Channel (Clay Wash) and Open Channel (Lower Reach) have been completed and posted on the project website.
- The link and web address for the Rio de Flag Public Information page is https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control
- A virtual meeting room has been launched.

Property acquisition status -Phase I

- The City's consultant (Shephard Wesnitzer, Inc.) continues to work on the exhibits for property encumbrances. All the Phase I exhibits for the Lower have been completed. The Phase I exhibits for the Clay Avenue reach are nearly complete.

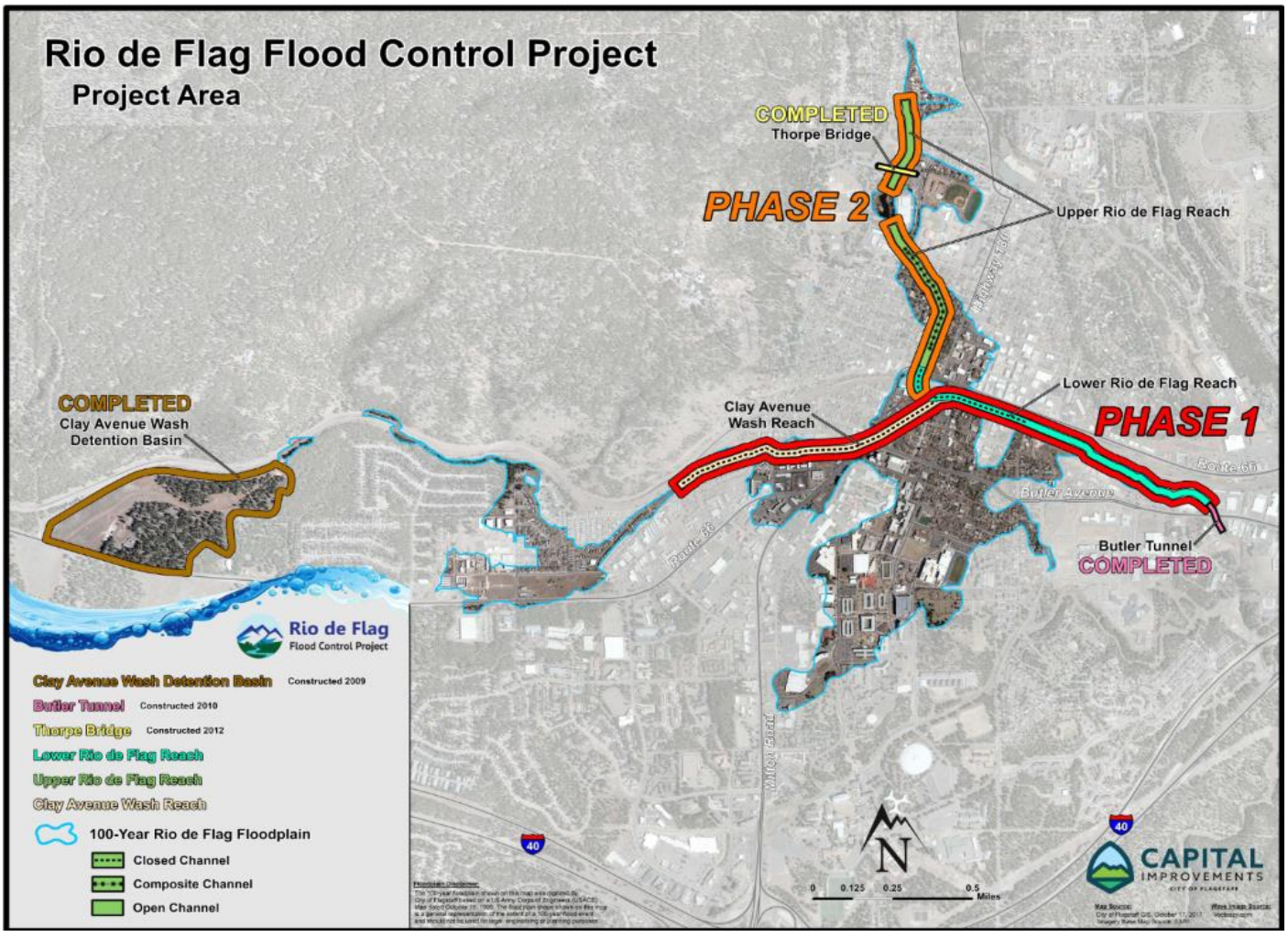
BNSF Issues

- City staff has made inquiries to BNSF's consultant for utilities that need relocation for the project.
- Technical Team Meeting including US Army Corps of Engineers, BNSF Railway and city staff was held on November 3rd.
    - BNSF indicated required mitigation measures associated with property acquisition and construction to include; Tunneling operations to provide track monitoring (1/4" maximum settlement) and resurfacing equipment; One leg on Wye in operation at all times; Relocation of a spur; Adequate compensation for land; Replacement of property for lessees; Replacement of other BNSF improvements that are impacted; Construction of a new siding track (somewhere in the city limits); Land and permits for siding and future 3rd Mainline Track; Relocation of all utility crossings and; Funded action plan by city for improvements to prevent grade crossing accidents and trespassers.

Internal & external meetings

- Staff held the weekly meetings for daily issues related to the project.
- Weekly coordination meetings with SWI are ongoing.
- Provided a Council Update on October 27th.
- On October 1st, held a neighborhood meeting with residents impacted by the Flood Wall. The meeting was well attended, and residents were able to meet with our surveyors to see exactly how tall the Flood Wall will be behind their backyard fences. The meeting was well attended, we provided copies of the Flood Wall photo simulations to all in attendance and were able to directly answer many questions.

Aspen Avenue in vicinity of City Hall & Library



Soliere Drainage Improvements (DESIGN PHASE)

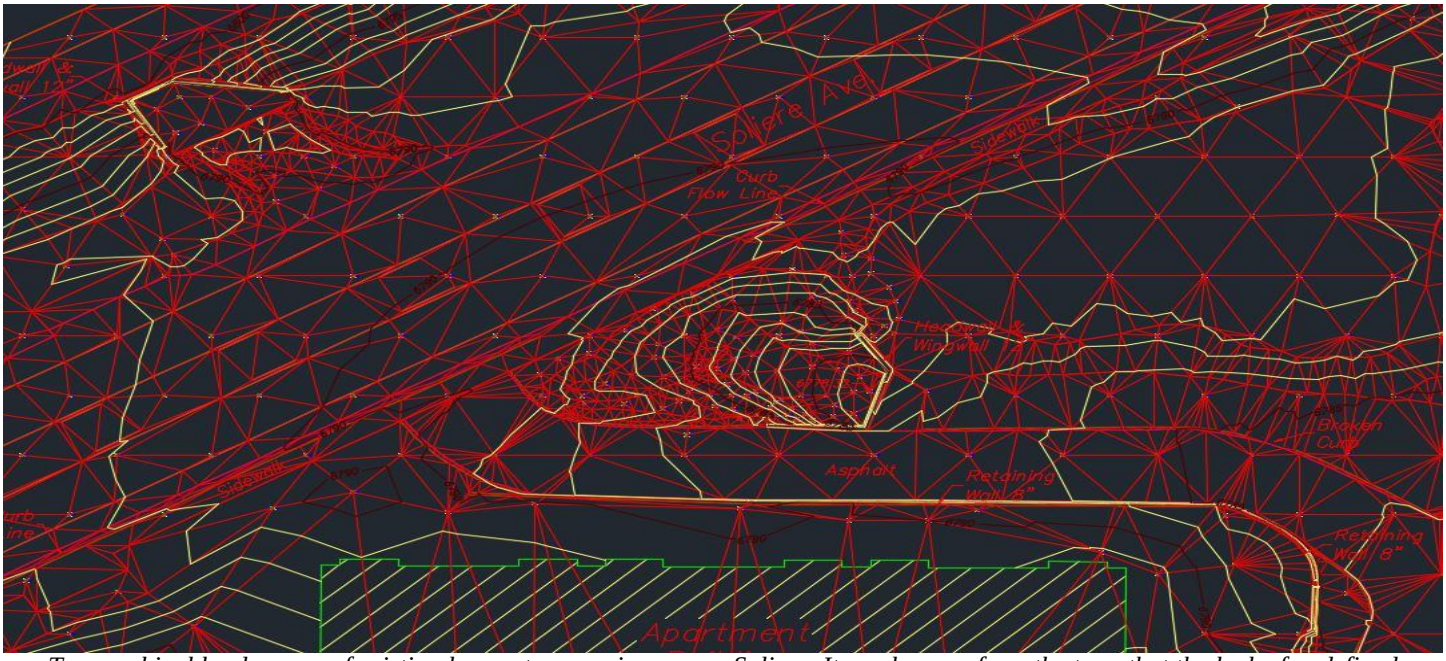
FUND: STORMWATER

Description – This is a stormwater improvements project to eliminate the low water crossing at Soliere and to mitigate downstream flooding of private property from the stormwater discharge of Steve's Wash.

Project Update:

- A kickoff meeting was held on October 20th with Peak Engineering, JE Fuller, and City Staff to discuss scope, project goals, budget and to determine a project schedule.

Google Earth image of existing low water crossing across Soliere



Topograhical land survey of existing low water crossing across Soliere. It can be seen from the topo that the lack of a defined stormwater conveyance system is a large contrubutor to downsteam flooding.

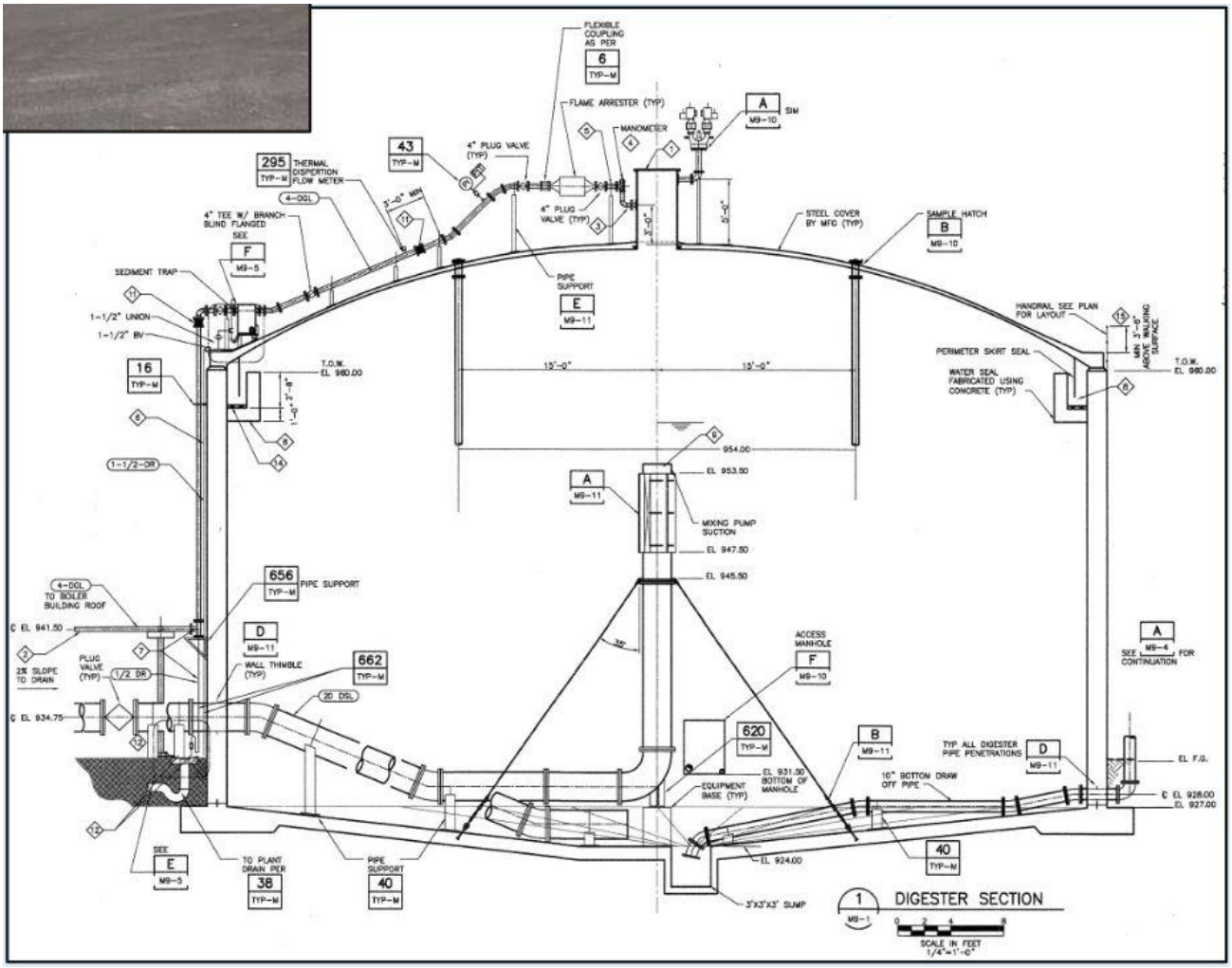
Wildcat Hill Wastewater Treatment Plant (WHWWTP) Digester Complex (DESIGN PHASE)

FUND: WATER SERVICES-SEWER

Description – Project consists of a two-tank digester complex with a digester control building, piping to connect new/existing systems, boilers, heat exchangers, sludge recirculation system, and gas handling system. The purpose of this project is to significantly increase the Bio-solids handling capacity of the wastewater treatment plant.

Project Update：

- Staff is working to prepare the Bid documents for the selection of an Engineering firm for design of the two Digesters and Digester Complex.
- Delivery method will be a Design-Bid-Build
- Design is targeted for 2021 and construction is anticipated for 2022-2023.



Section of a typical digester

Humphreys (US 180) ADOT Right-Turn Lane (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

Description – Project consists of building a second right-turn lane from Humphreys onto Route 66 including City sidewalk with a retaining wall. The purpose is to improve southbound traffic flows from Humphreys to Route 66/Milton.

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, the 14" thick concrete section requires up to a 28-day cure period to reach its design strength in order to accommodate live vehicular 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 new control cabinet. The target date for delivery of the permanent cabinet is November 11TH.

Humphreys Street at Aspen Avenue, looking south

Humphreys Street east side of City Hall, looking south

New stairs at southeast corner of City Hall (handrail forthcoming)