DRAFT AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JULY 6, 2021

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

ATTENTION

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

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

PUBLIC COMMENT PROTOCOL

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

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

Public comments may be submitted to publiccomment@flagstaffaz.gov

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

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

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

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

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

AGENDA

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

MAYOR DEASY	
VICE MAYOR DAGGETT	COUNCILMEMBER SALAS
COUNCILMEMBER ASLAN	COUNCILMEMBER SHIMONI
COUNCILMEMBER MCCARTHY	COUNCILMEMBER SWEET

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

MISSION STATEMENT

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

4. **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:** Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2022.
Make three appointments to terms expiring June 2024.

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 Final Plat** Request from Rhino Holdings Flagstaff LLC for Sears Redevelopment Final Plat (PZ-21-00025-02), a commercial subdivision containing three (3) lots located at 4800 N. Highway 89 in the HC (Highway Commercial) zone.

STAFF RECOMMENDED ACTION:

Approve the final plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by staff that the documents are ready for recording.

B. **Consideration and Approval of Cooperative Purchase Contract:** Purchase of All-Risk Velocity Fire Engine from Hughes Fire Equipment, Inc. in the amount of $749,343.27.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract of a new Pierce Manufacturing, Inc. All-Risk Velocity Fire Engine in the amount of $749,343.27 from Hughes Fire Equipment, Inc. through a cooperative purchase contract with the City of Mesa; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Water Loading Station Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Water Loading Station Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc., in the amount of $73,528.97, plus applicable tax, $6,000.00 annually for software maintenance, and time and materials for hardware maintenance; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of the Cooperative Purchase Contract:** Beta Public Relations, LLC in the amount of $55,807.24 for public outreach services during the construction of the Coconino Estates Improvements Phase II Project.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Beta Public Relations, LLC in the amount of $55,807.24 and a contract duration of 540-calendar days; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Final Plat:** Case No. PZ-15-00115-17, VP 66 & Woody Mountain, LLC requests Final Plat approval for Timber Sky Phase 2 Final Block Plat, a subdivision consisting of six (6) blocks, three (3) tracts, and rights-of-way on 120 acres, located at 3425 W Route 66 in the R1, Single-Family Residential zone, the MR, Medium Density Residential zone and Public Open Space (POS) zone.

STAFF RECOMMENDED ACTION:

Approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

F. **Consideration and Approval of Contract:** Purchase of an Aardvark Tactical small chassis robot in the amount of $63,855, with 100% funding from U.S. Department of Homeland Security (DHS) through AZ Department of Homeland Security and the Northern Arizona Metro Board.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Aardvark Tactical in the amount of $63,855. Where $20,000 was awarded by the AZ Department of Homeland Security and the remaining $43,855 was awarded and approved by the local Metro Board toward the purchase of this robot; and
2. Direct the City Manager to complete the necessary documents.

G. **Consideration and Approval of Contract:** Contract with Eurofins Eaton Analytical, LLC, Bio-Aquatic Testing, Inc., and TestAmerica Laboratories, Inc. for laboratory testing of water, wastewater, sludge, and soil samples - not to exceed $132,244.

STAFF RECOMMENDED ACTION:

1. Approve contracts with the following three laboratories: Eurofins Eaton Analytical, LLC, Bio-Aquatic Testing, Inc., and TestAmerica Laboratories, Inc. Each contract will be for an initial term of three years and each contract will include two annual extensions upon mutual agreement.
2. Authorize the City Manager to execute all necessary documents.

H. **Consideration and approval of Grant Agreement:** To the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for the Edward Byrne Justice Assistance Grant funds in the amount of $283,494.00 for the Northern Arizona Street Crimes Task Force (METRO unit).

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, Edward Byrne Justice Assistance Grant funds in the amount of $283,494.00 for FY2022.

I. **Consideration and Approval of Grant Agreement:** State of Arizona 911 grant for Coconino County GIS project.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with AZ State 911 Office for the Datamark GIS project for grant funds in the amount of $133,624.27 which will pay for the project in full.

J. **Consideration and Approval of Grant Agreement:** Arizona 911 Grant Agreement between Arizona Department of Administration and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office in the amount of $533,943 for the 911 budget for Coconino County FY2021-2022.

K. **Consideration and Approval of Multiple Contracts:** On-Call Legal Services Contracts.

STAFF RECOMMENDED ACTION:

Award contracts for "On-Call Legal Services" to the following eight (8) firms, and authorize the City Manager to execute the necessary documents:

1. Coppersmith Brockelman;
2. Dickinson Wright;
3. Gust Rosenfeld;
4. Hufford, Horstman, Mongini, Parnell and Tucker;
5. Jackson Lewis;
6. Jones, Skelton and Hochuli;
7. Struck Love Bojanowski and Acedo;
8. TSL Law Group

7. **ROUTINE ITEMS**

A. **Consideration and Adoption of Resolution No. 2021-32 and Ordinance No. 2021-16:** 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 "PZ-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements;" 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 modify the existing Accessory Dwelling Unit and Accessory Structure Encroachment Requirements.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2021-32
2) Read Ordinance No. 2021-16 by title only for the final time
3) City Clerk reads Ordinance No. 2021-16 by title only (if approved above)
4) Adopt Ordinance No. 2021-16

B. **Consideration and Adoption of Resolution No. 2021-33 and Ordinance No. 2021-17**: 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-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial;" 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 modify the Zoning Code to include a new zone called Neighborhood Community Commercial (NCC).

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2021-33
2) Read Ordinance No. 2021-17 by title only for the final time
3) City Clerk reads Ordinance No. 2021-17 by title only (if approved above)
4) Adopt Ordinance No. 2021-17

C. **Consideration and Adoption of Ordinance No. 2021-14:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2022. **(Primary and secondary property tax levies for FY 2021-2022)**

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-14 by title only for the final time
2) City Clerk reads Ordinance No. 2021-14 by title only (if approved above)
3) Adopt Ordinance No. 2021-14

D. **Consideration and Adoption of Ordinance No. 2021-15:** An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property for the Lone Tree Overpass Project; providing for delegation of authority, subsequent council approvals, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-15 by title only for the final time
2) City Clerk reads Ordinance No. 2021-15 by title only (if approved above)
3) Adopt Ordinance No. 2021-15

E. **Consideration and Approval of Contract:** Change Order No. 15 with Shephard Wesnitzer, Inc. in the amount of $97,500.00 and add 235 calendar days for the Rio de Flag Flood Control Utility Relocation design services contract

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 15 with Shephard Wesnitzer, Inc. the amount of $97,500.00.
2. Add 235 calendar days to the design services contract
3. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Cooperative Purchase Contract:** Arizona Department of Transportation Milton Road Underpass/BNSF Railway Bridge Replacement Concept Analysis Phase II - Award of Design Phase Services Cooperative Purchase Contract to WSP USA, Inc., for a feasibility study, in an amount not to exceed $149,614.00, under a City of Tucson cooperative purchasing agreement (#181820-01).

STAFF RECOMMENDED ACTION:

1. Award the Design Phase Services Cooperative Purchase Contract to WSP USA, Inc. (WSP), for a feasibility study, in an amount not to exceed $149,614.00, with a 270 calendar-day contract period; and
2. Authorize the City Manager to execute the necessary documents.

8. **REGULAR AGENDA**

A. **Consideration and Adoption of Ordinance No. 2021-06:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 11 acres of real property generally located at 151 West High Country Trail, APNs 112-05-001W and 112-05-011 from the Estate Residential (ER) zone to the Medium Density Residential (MR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

Staff recommended that the Planning and Zoning Commission forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval, in accordance with the findings presented in the attached report.

The Planning & Zoning Commission disagreed with staff's recommendation and instead recommends that the City Council, in accordance with the findings, deny the requested Direct to Ordinance Zoning Map Amendment for Aura Flagstaff (PZ-20-00008-01).

Should the Council decide to deny the requested Zoning Map Amendment:

1) Approve a motion to deny the application for Zoning Map Amendment

Should the Council decide to approve the requested Zoning Map Amendment:

1) Read Ordinance No. 2021-06 by title only for the final time
2) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)
3) Adopt Ordinance No. 2021-06

B. **Consideration and Adoption of Resolution No. 2021-12:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of a Development Agreement between Auza Flagstaff, LLC and Trinsic Acquisition Company, LLC, and the City of Flagstaff related to the development of approximately 11 acres of real property generally located at 151 West High Country Trail, APNs 112-05-001W and 112-05-011 in Flagstaff, Arizona and establishing an effective date. **(Aura Flagstaff Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-12 by title only
2) City Clerk reads Resolution No. 2021-12 by title only (if approved above)
3) Adopt Resolution No. 2021-12

C. **Consideration and Adoption of Resolution No. 2021-36:** A resolution approving an Intergovernmental Agreement with Coconino County for and on behalf of Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff for the relocation of the Juvenile Court Transition School to the Hal Jensen Recreation Center.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-36 by title only
2) City Clerk reads Resolution No. 2021-36 by title only (if approved above)
3) Adopt Resolution No. 2021-36

D. **Consideration and Adoption of Resolution No. 2021-37:** Approval for renewal of the Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire Department for dispatch services

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-37 by title only
2) City Clerk reads Resolution No. 2021-37 by title only (if approved above)
3) Adopt Resolution No. 2021-37

E. **Consideration and Adoption of Resolution No. 2021-38:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-38 by title only
2) City Clerk reads Resolution No. 2021-38 by title only (if approved above)
3) Adopt Resolution No. 2021-38

F. **Consideration and Adoption of Ordinance No. 2021-18:** An Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Beulah/University Roadway Project; providing for delegation of authority, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the July 6th, 2021 Council Meeting:
1) Read Ordinance No. 2021-18 by title only for the first time
2) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)
At the August 24th, 2021 Council Meeting:
3) Read Ordinance No. 2021-18 by title only for the final time
4) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)
5) Adopt Ordinance No. 2021-18

G. **Consideration and Adoption of Resolution No. 2021-39:** A resolution extending an Intergovernmental Agreement (IGA) between the City of Flagstaff and the Lockett Ranch Fire District for fire and medical services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-39 by title only
2) City Clerk reads Resolution No. 2021-39 by title only (if approved above)
3) Adopt Resolution No. 2021-39

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 Shimoni to place on a future agenda a discussion about unsheltered and vulnerable populations with the closure of the forests and the anti-camping ordinance.

11. **CITY MANAGER REPORT**

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

13. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2021.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/21/2021
Meeting Date:	07/06/2021

TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2022.
Make three appointments to terms expiring June 2024.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, street-scapes, gateways, the purchase and installation of public art projects within beautification projects, and property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few. There are currently two expiring seats and one seat open due to a resignation. It is important to fill vacancies on Boards and Commissions quickly 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:

- Anthony Garcia (current commissioner)
- Carla McCord (current commissioner)
- Matt McGrath (new applicant)
- Stephanie Stallings (new applicant)
- Tina Zecher (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 Sweet, Mayor Deasy, Councilmember Shimoni, and Councilmember Salas

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 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 four Commissioners: By appointing members at this time, the Beautification and Public Art 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 opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: BPAC Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended,

09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a Five (5) Year Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016)

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	05/26/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Final Plat Request from Rhino Holdings Flagstaff LLC for Sears Redevelopment Final Plat (PZ-21-00025-02), a commercial subdivision containing three (3) lots located at 4800 N. Highway 89 in the HC (Highway Commercial) zone.

STAFF RECOMMENDED ACTION:

Approve the final plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by staff that the documents are ready for recording.

Executive Summary:

Sears Redevelopment Final Plat is a 3-unit commercial subdivision located at 4800 N. Highway 89 in the HC (Highway Commercial) zone. The 6.52-acre site is in the northeastern section of the Flagstaff Mall, which includes the former Sears building. The Modified Subdivision Process, which allows the application to go directly from concept plat to final plat, applies to this project because it is creating four (4) or fewer lots.

Financial Impact:

There are no financial impacts affiliated with this final plat.

Policy Impact:

There are no policy impacts affiliated with this final plat.

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

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Flagstaff Regional Plan

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.

Has There Been Previous Council Decision on This:

There has been no prior Council decisions made in regard to this application.

Options and Alternatives:

1. Approve the final plat with no conditions.
2. Approve the final plat with conditions.
3. Deny the final plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

This plat proposes to create three (3) lots and to dedicate public right of way out of a larger 6.52 acre site. This plat is part of a broader process to redevelop the northern portion of the Flagstaff Mall after the closure of the Sears Department Store and Auto Center. The Sears Department Store is now Hobby Lobby, and the Sears Auto Center is now FIIT Nation gym.

This plat will split Parcel 3 (0.98 acres) from the 5.65-acre Parcel 4 (APN 113-28-003H), thereby placing Hobby Lobby and FIIT Nation on two separate lots. The boundaries of Parcel 2 (APN 113-28-003J) will stay the same, while Parcel 1 (APN 113-76-005A) will be dedicated as a Public Right of Way. See page 2 of the final plat for more information.

Parcel 1 and Parcel 2 were created using a Lot Spit/Combination application in 2020 under project number PZ-19-00192-02. Parcel 2 has an approved Site Plan for a Panda Express restaurant (project number PZ-20-00055-01); the project is currently in Civil Plans review.

This plat is following the Modified Subdivision Process per section 11-20.90 of Title 11 General Plans and Subdivision. This process allows subdivision plats that propose no more than four (4) lots to bypass preliminary plat review. The Modified Subdivision Process consists of the following steps, all of which the applicant has completed: pre-application meeting, concept plat, and final plat. Because a preliminary plat was not required, this plat was not heard by the Planning & Zoning Commission, nor was it previously heard by the City Council.

Key Considerations:

Staff approved the Sears Redevelopment Final Plat on June 17, 2021, based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Community Benefits and Considerations:

The community benefits that this project brings are encapsulated in the Regional Plan goals that it meets, such as promoting economic development.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Subdivision Plat review process.

Attachments:

Application
Vicinity Map
Final Plat
Utility Company Responses
City-Subdivider Agreement

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s) Sanjiv Chopra		**Phone** (209) 581-8445
Mailing Address 2200 Paseo Verde Parkway, Suite 260	**City, State, Zip** Henderson, NV 89052	**Email** sanjiv@rhinoig.com
Applicant(s) Same as above		**Phone** (928) 699 - 1169
Mailing Address	**City, State, Zip**	**Email**
Project Representative Stephen Irwin		**Phone** (928) 773-0354
Mailing Address 110 W. Dale Ave.	**City, State, Zip** Flagstaff, AZ 86001	**Email** sirwin@swiaz.com

Requested Review:
☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council
☐ Modified Subdivision ☐ Preliminary Plat × Final Plat- Council

Project Name: Sears Redevelopment	**Site Address** 4800 N. Highway 89		**Parcel Number** 113-28-003H, 113-28-003J, & 113-28-003K
Proposed Use Fitness Gym	**Existing Use** Auto Center	**Subdivision, Tract & Lot Number** N/A	
Zoning District Highway Commercial (HC)	**Regional Plan Category** Suburban Activity Center	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** +/- 6.52 Acres

Property Information:
☐ Yes × No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes × No Existing structures are over 50 years old at the time of application?
☐ Yes × No Subject property is undeveloped land?

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	Commercial	Commercial	Commercial	Commercial

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Commercial	1	1	+/- 0.98 AC	5,792 SF

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

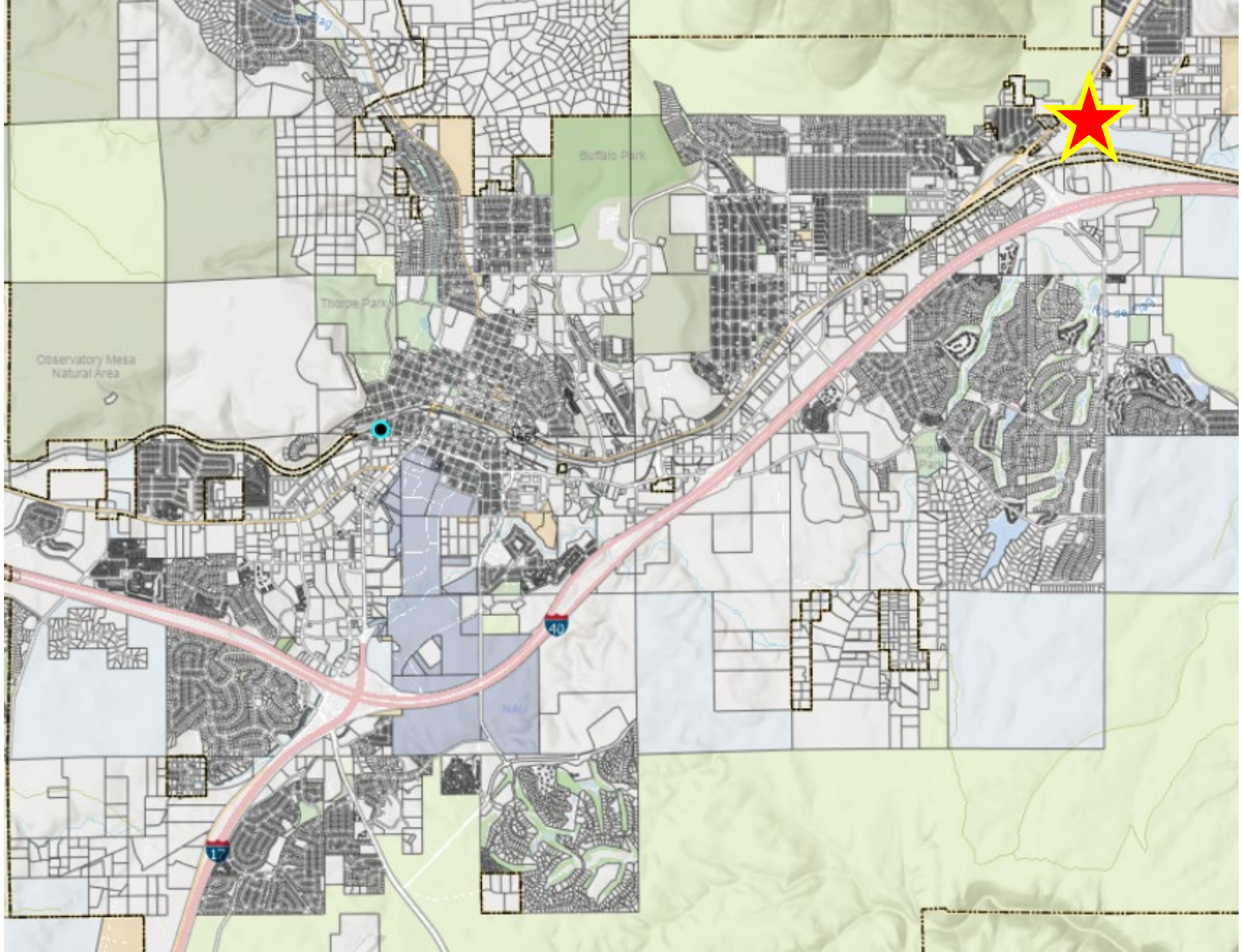
Property Owner Signature: (required)	Date: 5.4.21	Applicant Signature:	Date: 5.4.21

For City Use

Date Filed: 5/11/21	**Case Number (s)** PZ-21-00025-02	
P & Z Hearing Date: NA		**Publication and Posting Date:** NA
Council Hearing Date: 6/15/21		**Publication and Posting Date:** NA
Fee Receipt Number: 2114698	**Amount:** $1,840	**Date:** 5/12/21

Action by Planning and Zoning Commission: NA	**Action By City Council:**
Approved	Approved
Denied	Denied
Continued	Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater


Buffalo Park
Thorpe Park
Observatory Mesa
Natural Area
NAU
40
17

PLOTTED: Jun 17, 2021-7:39am

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT RHINO HOLDINGS FLAGSTAFF, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), OWNER, HAS SUBDIVIDED UNDER THE NAME SEARS REDEVELOPMENT, A SUBDIVISION LOCATED IN A PORTION OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SEARS REDEVELOPMENT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN HEREON FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY (ROW) SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF EMERGENCY AND SERVICE VEHICLE ACCESS EASEMENT (ESVAE) FOR PUBLIC USE, INCLUDING WITHOUT LIMITATION, THE RIGHT OF ACCESS FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, REFUSE COLLECTION, UTILITY, AND OTHER SERVICE PERSONNEL AND VEHICLES. GRANTOR SHALL CONSTRUCT AND MAINTAIN THE ESVAE IN ACCORDANCE WITH ENGINEERING STANDARDS FOR HEAVY EQUIPMENT IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

EASEMENTS AND GENERAL CONDITIONS
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT, AND SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

A. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
B. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED;
C. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
D. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
E. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT
THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

INTERIM LIABILITY
RHINO HOLDINGS FLAGSTAFF, LLC, OWNER, DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY UNTIL THE ACCEPTANCE DATE.

IMPROVEMENTS
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS-OF-WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

IN WITNESS WHEREOF: THE DECLARANT HAS CAUSED THIS DECLARATION TO BE DULY EXECUTED THIS _____ DAY OF _____ 20__,

BY: RHINO HOLDINGS FLAGSTAFF, LLC

BY: _____
SANJIV CHOPRA
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA
SS.
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED BY SELF TO THE REPRESENT RHINO HOLDINGS FLAGSTAFF, LLC, AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONSTRAINED.

IN WITNESS WHEREOF I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF CERTIFICATION

CITY OF FLAGSTAFF
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, ON THE ___ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND CITY ENGINEER, ON THE ___ DAY OF _____, 20__.

BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat.
I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor
_____

Date _____

FILE: P:\2019\19177\DRAWINGS\PLATS\FINAL\19177 - COVER SHEET.DWG CPHAM

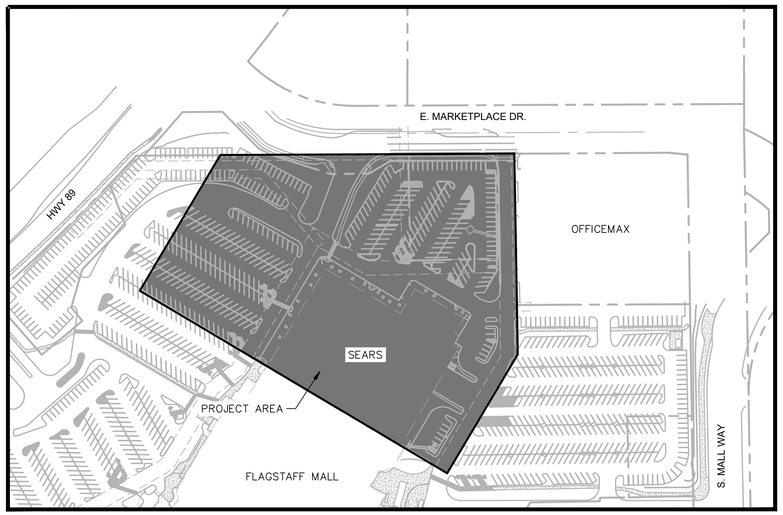
FINAL PLAT

FOR

SEARS REDEVELOPMENT

FLAGSTAFF, ARIZONA

LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

UTILITY APPROVALS

ALTICE USA

BY: _____ DATE: _____

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (928) 821-6007

PROPERTY OWNER:

RHINO HOLDINGS FLAGSTAFF LLC
SANJIV CHOPRA
2200 PASEO VERDE PARKWAY, SUITE 260
HENDERSON, NV 89052
(209) 581-8445

CIVIL ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774-0354

SURVEYOR:

SHEPHARD-WESNITZER, INC.
AARON BORLING, RLS #48756
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774-0354

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	FP1	FINAL PLAT

PROJECT INFORMATION

SEARS REDEVELOPMENT
4800 N. HIGHWAY 89
FLAGSTAFF, AZ 86005

ASSESSOR'S PARCEL NO. 113-28-003H (±0.18 AC)
113-28-003J (±0.69 AC)
113-28-003K (±5.65 AC)

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
5. BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON ALTA/A.C.S.M. LAND TITLE SURVEY PROVIDED BY STANDAGE & ASSOCIATES LTD., DATED 06/26/2019. ALL DIMENSIONS SHOWN HEREON PER INSTRUMENT NO. 3871392.
6. CROSS ACCESS EASEMENTS AND SHARED PARKING BETWEEN PARCELS IS PROVIDED IN ACCORDANCE WITH THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT FOR FLAGSTAFF MALL WITH THE COCONINO COUNTY, AZ DOCKET 693, PAGES 316-463.
7. RECIPROCAL EASEMENTS SET FOURTH IN THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN DOCKET 1229, PAGE 234, RE-RECORDED IN DOCKET 1235, PAGE 773, FIRST AMENDMENT RECORDED IN DOCKET 1342, PAGE 40 AND SECOND AMENDMENT RECORDED IN DOCKET 1924, PAGE 517, RECORDS OR COCONINO COUNTY, ARIZONA.

LEGAL DESCRIPTION

PER RECORDED INSTRUMENT NO. 3875222

APN 113-18-003H:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL AS DESCRIBED IN R1, FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL BEARS NORTH 89°43'05" EAST, 545.56 FEET (BASIS OF BEARING, NORTH 89°33'44" EAST, 545.56 FEET PER R1) AND THE TRUE POINT OF BEGINNING;

THENCE ALONG NORTH LINE OF SAID PARCEL, NORTH 89°43'05" EAST, 95.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST MARKETPLACE DRIVE;

THENCE LEAVING SAID NORTH LINE, AND SAID RIGHT-OF-WAY LINE, SOUTH 72°02'03" EAST, 114.07 FEET;

THENCE NORTH 89°43'05" EAST, 71.83 FEET;

THENCE NORTH 59°21'42" EAST, 46.46 FEET;

THENCE NORTH 89°49'18" EAST, 33.44 FEET;

THENCE SOUTH 01°07'42" EAST, 184.96 FEET;

THENCE NORTH 88°52'08" EAST, 164.20 FEET;

THENCE NORTH 00°58'10" WEST, 194.82 FEET TO A POINT ON SAID NORTH LINE, AND SAID RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTH LINE, AND SAID RIGHT-OF-WAY LINE, NORTH 89°43'05" EAST, 31.66 FEET THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00°58'31" EAST, 372.91;

THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 30°41'56" WEST, 256.46 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, NORTH 59°18'04" WEST, 663.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG WESTERLY LINE OF SAID PARCEL, NORTH 30°41'56" EAST, 293.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.65 ACRES, MORE OR LESS.

APN 113-28-003J:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL AS DESCRIBED IN R1, FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL BEARS NORTH 89°43'05" EAST, 545.56 FEET (BASIS OF BEARING, NORTH 89°33'44" EAST, 545.56 FEET PER R1);

THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 89°43'05" EAST, 513.90 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST MARKETPLACE DRIVE;

THENCE LEAVING SAID NORTH LINE AND SAID RIGHT-OF-WAY LINE, SOUTH 00°58'10" EAST, 12.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°58'10" EAST, 182.22 FEET;

THENCE SOUTH 88°52'08" WEST, 164.20 FEET;

THENCE NORTH 01°07'42" WEST, 184.96 FEET;

THENCE NORTH 89°49'18" EAST, 164.72 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.69 ACRES, MORE OR LESS.

APN 113-28-003K:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL AS DESCRIBED IN R1, FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL BEARS NORTH 89°43'05" EAST, 545.56 FEET (BASIS OF BEARING, NORTH 89°33'44" EAST, 545.56 FEET PER R1);

THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 89°43'05" EAST, 95.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST MARKETPLACE DRIVE, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, AND SAID RIGHT-OF-WAY LINE, NORTH 89°43'05" EAST, 418.26 FEET;

THENCE LEAVING SAID NORTH LINE AND SAID RIGHT-OF-WAY LINE, SOUTH 00°58'10" EAST, 12.60 FEET

THENCE SOUTH 89°49'18" WEST, 198.16 FEET;

THENCE SOUTH 59°21'42" WEST, 46.46 FEET;

THENCE SOUTH 89°43'05" WEST, 71.83 FEET;

THENCE NORTH 72°02'03" WEST, 114.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.18 ACRES, MORE OR LESS.

ARIZONA LAND SURVEYOR No. 48756 AARON D. BORLING Date Signed 6/17/21 ARIZONA, USA. Expires 12/31/23

FLAGSTAFF ARIZONA

SEARS REDEVELOPMENT

COVER SHEET

JOB NO: 19177
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 2

PLOTTED: Jun 17, 2021–7:39am

NORTH

SCALE: 1" = 40

0 20 40

VALLEY NATIONAL BANK ARIZONA
APN 113–76–005A
(NOT A PART)

ACI REAL ESTATE SPE 158 LLC
APN 113–76–003G
(NOT A PART)

RHINO HOLDINGS FLAGSTAFF LLC
APN 113–28–003K
PARCEL NO. 1
DEDICATED AS PUBLIC RIGHT–OF–WAY HEREON
0.18 ACRES

E. MARKETPLACE DR (VARIABLE WIDTH R.O.W.)

3" BRASS CAP
NE COR. SEC. 7

1" IRON BAR
NW COR. NE¼ NE¼ SEC. 7

STATE OF ARIZONA
APN 113–28–009
(NOT A PART)

2" ALUM. CAP
"RLS 25083"

2" ALUM. CAP
"RLS 25083"

1/2" REBAR WITH
PLASTIC CAP "LS 45219"

EXISTING 10'
HIGHWAY EASEMENT
DOCKET 300, PAGE 177

N. U.S. HWY 89

EXISTING 16'
WATER/SEWER EASEMENT
DOCKET 1327, PAGE 369

EXISTING 16' P.U.E.
INST. #3153528

RHINO HOLDINGS FLAGSTAFF LLC
APN 113–28–003J
PARCEL NO. 2
0.69 ACRES

26' EMERGENCY & SERVICE
VEHICLE ACCESS ESMT.
(ESVAE)
DEDICATED HEREON

DFTC INC
APN 113–28–007A
(NOT A PART)

EXISTING 26'
WATER/SEWER ESMT.
DOCKET 1327, PAGE 369

26' EMERGENCY & SERVICE
VEHICLE ACCESS ESMT.
(ESVAE)
DEDICATED HEREON

EXISTING 26'
WATER/SEWER ESMT.
DOCKET 1327, PAGE 369

CYPRESS FLAGSTAFF MALL LP
APN 113–27–016K
(NOT A PART)

FOUND NAIL WITH BRASS TAG
"LS 45219"

RHINO HOLDINGS FLAGSTAFF LLC
PARCEL NO. 4
4.67 ACRES

PARCEL NO. 3
0.98 ACRES

8' P.U.E.
DEDICATED
HEREON

EXISTING 16'
WATER/SEWER ESMT.
DOCKET 1327, PAGE 369

26' EMERGENCY & SERVICE
VEHICLE ACCESS ESMT.
(ESVAE)
DEDICATED HEREON

CYPRESS FLAGSTAFF MALL LP
APN 113–27–016M
(NOT A PART)

N 89°42'39" E 1320.27' (R1)
N 89°41'18" E 564.74'
10'
N 89°41'54" E 545.54'
(BASIS OF BEARING)
40'
N 89°41'54" E 155.72' (R1)
95.62' (R1)
N 89°41'54" E 418.26'
31.66'
12.49'
N 59°20'31" E 30.06'
N 89°48'07" E 33.44'
N 89°48'07" E 164.72' (R1)
31.66'
16.40'
S 72°03'14" E 114.07' (R1)
15.89'
N 89°41'54" E 71.83' (R1)
N 30°40'34" E 292.94' (R1)
S 22°00'51" W 128.55'
N 22°00'51" E 130.15'
N 1°07'42" W 244.20'
S 1°08'53" E 184.96' (R1)
N 0°59'21" W 182.22' (R1)
S 0°59'58" E 294.50'
S 0°59'58" E 360.37'
N 59°27'25" W 101.16'
S 59°27'25" E 106.90'
S 88°52'08" W 86.13'
N 88°50'57" E 164.20' (R1)
S 30°32'35" W 248.40'
N 30°32'35" E 235.30'
N 88°52'08" E 86.33'
N 60°14'35" W 175.18'
S 60°14'35" E 183.47'
S 1°05'33" E 183.89'
N 59°14'52" W 248.26'
43.02'
S 30°42'39" W 24.50'
N 59°19'05" W 663.54' (R1)
S 30°40'24" W 256.47' (R1)

LEGEND

- EX. LOT LINE
- EX. EASEMENT
- EX. SECTION LINE
- PROJECT BOUNDARY
- PARCEL LINE
- ROW
- CENTERLINE
- EASEMENT
- 100–YR FLOODPLAIN

(R1) RESULTS OF SURVEY BY SHEPHARD–WESNITZER, INC. STAMPED BY AARON D. BORLING, RLS 48756 ON 04/20/2020.

- SET NAIL WITH BRASS TAG "LS 48756"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS 48756"
- FOUND NAIL HOLE, REPLACED WITH NAIL AND BRASS TAG "LS 48756", UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- INTERIOR LOT CORNER TO BE SET UPON COMPLETION OF CONSTRUCTION
- SECTION CORNER AS NOTED
- CALCULATED POINT

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 6/17/21
ARIZONA, USA
Expires 12/31/22

FLAGSTAFF
ARIZONA

SEARS REDEVELOPMENT

FINAL PLAT

JOB NO:	19177
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swaz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP1

SHT NO.	OF
2	2

FILE: P:\2019\19177\DRAWINGS\PLATS\FINAL\19177 – FINAL PLAT.DWG CPHAM

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

May 20, 2021 **Job #19177**

PROJECT: ***Sears Redevelopment***

UTILITY CONFLICT LETTER

TO: Altice USA

Sanford Yazzie
1601 S Plaza Way
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer, Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for Sears Redevelopment Project prepared by Shephard-Wesnitzer, Inc. The site is located at Flagstaff Mall near the intersection of N. Highway 89 and E. Marketplace Drive.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Altice USA utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

X APPROVED WITHOUT COMMENT

_____ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

SIGNED: Sanford Yazzie **TITLE:** Superviser Operations Construction-West/Pac

AGENCY: Suddenlink/Altice **DATE:** 05-21-2021

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

May 20, 2021 **Job #19177**

PROJECT: ***Sears Redevelopment***

UTILITY CONFLICT LETTER

TO: APS

Megan McCarthy
2200 E. Huntington
Flagstaff, AZ 86004

FROM: Shephard-Wesnitzer, Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for Sears Redevelopment Project prepared by Shephard-Wesnitzer, Inc. The site is located at Flagstaff Mall near the intersection of N. Highway 89 and E. Marketplace Drive.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing APS utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

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__✓__ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Conflicts may be present please refer to the documents enclosed in this email to receive a conflict review.

SIGNED: Megan McCarthy **TITLE:** Customer Project Rep.

AGENCY: APS **DATE:** 05/21/21

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

CenturyLink™ Conflict Memorandum

Date: June 7, 2021

To: Cassandra Pham (Shephard Wesnitzer, Inc.)
CPham@swiaz.com

From: Kevin Wagner, Terra Technologies LLC

Subject: CenturyLink™ – Conflict Memo – Project No. 19177 - Sears Redevelopment, Flagstaff

---

Terra Technologies is in receipt of the final plat and a letter dated May 20, 2021. Below you will see an overview of CenturyLink™ facilities within the project limits, and a brief project overview along with comments regarding any CenturyLink™ facilities with respect to the proposed project.

Inventory of CenturyLink™ Facilities
CenturyLink™ has facilities within the project limits. Terra Technologies anticipates that due to the site improvements that the CenturyLink™ facilities (buried cable & duct) should not be impacted. Plan markups have been attached showing approximate locations of CenturyLink™ facilities.

Project Overview
The design intent of this project appears to be a final plat for redevelopment.

Facility Locations and Impacts
Plans have been reviewed for conflicts with CenturyLink™ facilities based on NDS mapping which show a general location of utility locations. Neither Terra Technologies LLC nor CenturyLink™ makes any representation regarding the completeness or accuracy of vertical and horizontal utility information used to determine conflicts or no conflicts.

Based on CenturyLink™ mapping and the construction drawings provided there appear to be **no conflicts.** CenturyLink will require engineering plans to determine if conflict exist.

Utility conflicts with this private development project will be 100% reimbursable. Payment for design and mitigation of conflicts is to be coordinated prior to work commencing.

CenturyLink™ Conflict Memorandum

In accordance with state law, Blue Staking for location of CenturyLink™ facilities must be completed prior to any construction. When crossing CenturyLink™ facilities you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities.

Pursuant to state law, support and protection is required for all CenturyLink™ facilities during construction.

Should the Contractor locate or expose an unknown CenturyLink™ facility, please contact CenturyLink™ as soon as possible.

In the event CenturyLink™ facilities need to be removed/relocated, some or all cost may be at the expense of the sponsoring agency.

If you have any questions or concerns regarding this review feel free to contact me immediately, either by phone or email at the number/address provided below. The contractor is also responsible for contacting CenturyLink™ prior to construction around the CenturyLink™ facilities.

Notification List

Terra Technologies LLC Kevin Wagner, Project Manager kwagner@terratechllc.net 815-245-9640	**Terra Technologies LLC** Jason Jensen, P.E. jjensen@terratechllc.net 801-735-2464
CenturyLink™ (Engineer II) Manny Hernandez Manuel.Hernandez@centurylink.com 112 N Beaver Street Flagstaff AZ, 86001 Work: 928-779-4935	

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May 20, 2021 **Job #19177**

PROJECT: ***Sears Redevelopment***

UTILITY CONFLICT LETTER

TO: Unisource

Martin Conboy
2901 W Shamrell Blvd #110
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer, Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for Sears Redevelopment Project prepared by Shephard-Wesnitzer, Inc. The site is located at Flagstaff Mall near the intersection of N. Highway 89 and E. Marketplace Drive.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Unisource Energy Services utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

_✓_ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

I have forwarded the PLATT to the lands department just to verify any easements that we may have. We do have gas mains in the vicinity in some of the easement shown on this map, (see attached). I have also attached shape files, for information purposes only.

If we do find any easements not shown we will notify you immediately.

SIGNED: Joseph Burrell **TITLE:** Gas Engineer

AGENCY: Unisource Energy Services **DATE:** 06/10/2021

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and Sanjiv Chopra _____ Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E TH

WHEREAS, Sanjiv Chopra (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as 4800 N. Highway 89 ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):

_____
Subdivider/Title

_____
Subdivider/Title

EDS Nevada

STATE OF ARIZONA)
EDS Clark) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 4th day of May, 2021 by Sanjiv Chopra.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

ERICA D. STEPHENS
Notary Public-State of Nevada
APPT. NO. 16-2157-1
My Appt. Expires 04-15-2024

_____
Notary Public

My Commission expires: 4/15/2024

Dated this _____ day of _____ 20_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Mark Wilson
Date:	06/21/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Purchase of All-Risk Velocity Fire Engine from Hughes Fire Equipment, Inc. in the amount of $749,343.27.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract of a new Pierce Manufacturing, Inc. All-Risk Velocity Fire Engine in the amount of $749,343.27 from Hughes Fire Equipment, Inc. through a cooperative purchase contract with the City of Mesa; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Hughes Fire Equipment, Inc., is a fully authorized dealer of Pierce Manufacturing, Inc. products such as the All-Risk Velocity Fire Engine. The City of Mesa has a cooperative purchase contract with Pierce Manufacturing to purchase their products. This purchase of an All-Risk Velocity Fire Engine would replace a twenty (20) year old All-Risk fire engine that currently serves in the front line of the Flagstaff Fire Department (FFD) fleet and move that twenty (20) year old unit into a reserve status. This also puts a current twenty-four (24) year old reserve fire engine out of service and up for auction. This unit is part of the FLEET adopted apparatus replacement plan. This new All-Risk Velocity Fire Engine would go into one of the three (3) heaviest call volume districts in the City's central corridor.

Financial Impact:

The funding for this new All-Risk Velocity Fire Engine was approved by the Fleet committee, Budget Team, City Manager and City Council as part of the current fiscal year budget. The approved amount was for $700,000.00 and this purchase proposal exceeds that by $49,343.27 due to a significant and unforeseen increase in the cost of steel. The remaining funds needed will be determined and reallocated by the Budget Team. If we do not purchase this unit before August 1, 2021, another steel increase of $40,000-$50,000 will be added to a new quote.

Policy Impact:

FFD recently revised policy to reduce the wear and tear on the largest and most expensive apparatus called Quints (large aerial ladder trucks). To do this, we implemented co-staffing which requires the station crew to determine which unit is most needed based on the call type and respond appropriately. By purchasing this All-Risk Velocity Fire Engine, it will put the twenty (20) year old unit into reserve status and allow for most of the calls in that district to be handled by the new engine. This keeps the added response miles off the Quint and allows our annual apparatus maintenance costs to better stay within budget.

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

PBB

Safe & Healthy Community

- Provide public safety with the resources, staff and training to respond to community needs

High Performing Governance

- Serve the public by providing high quality internal and external service

Regional Plan:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service. Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

Funding and replacement was approved as part of the annual FY 2021-22 budget.

Options and Alternatives:

1. Approve the cooperative purchase contract with Hughes for the new Pierce All-Risk Velocity Fire Engine; or
2. Reject the cooperative purchase contract and staff conducts a procurement process; or
3. Reject approval of the purchase of the new engine and continue response in a twenty-one-year-old All-Risk fire engine.

Background/History:

The national standard for fire engine replacement from front-line service ranges between 10-20 years base on use and typical geographical response. During the recession, the City of Flagstaff moved the replacement of engines up to twenty-five (25) years to reduce capital expenses. Currently, Fleet has moved this back to twenty (20) years due to significant maintenance costs and downtime seen by these older units. The Fleet Committee, City Manager's office and Budget Team has voiced a preference to replace our aging engines with a new one every two years for the next six (6) years (3 new engines) to get us back on pace for normal twenty (20)-year replacement. This is the second of those three (3) new fire engine requests. We have chosen to stay with Pierce as our only fire engine manufacturer due to longevity, quality, maintenance, and overall fleet consistency.

Purchasing staff reviewed the agency contract and amendment to confirm validity of the terms and similar scope. The Cooperative Purchase Contract from Mesa conforms with City procurement rules. Purchasing staff worked with contractor to develop the draft City of Flagstaff Cooperative Purchase Contract attached herein.

Key Considerations:

The FFD apparatus replacement schedule anticipated saving capital expenses by refurbishing every other engine. We replaced an older fire engine with a new-refurbished engine in FY18. This engine has needed $50k worth or work in the first three (3) years of its life at FFD. In addition, the next two (2) engines identified as possible refurbishment options are both nineteen (19)-years old and Fleet has determined the frames have significant rust damage from the over the road chemicals and are not candidates for refurbishment. Based on these findings, future new engines are recommended to be purchased new.

This represents number two (2) replacement of three (3) approved by the FLEET and Budget Team in the five (5)-year plan. We currently utilize smaller rescue units for the highest call volume districts to reduce to wear and tear on larger fire engines. We also have implemented the co-staffing model to reduce the wear and tear on our most expensive apparatus, known as Quints. This unit is a model down from our normal Pierce fire engine to reduce overall costs, but still maintains consistency in function and maintenance and matches our most recent new fire engine from 2020.

Expanded Financial Considerations:

Funds for this purchase are available in account # 001-03-051-0203-2-4401 (Rolling Stock-Fleet) and are spread out with $350,000 allocated per year fiscal year, but funded with 5-year funding for a lump sum payment if needed.

Community Benefits and Considerations:

Purchasing a new All-Risk Velocity Fire Engine allows our response efforts to be consistent in meeting our mission and the community expectations for public safety response. This purchase will also reduce the amount of time we have to put crews responding to emergency incidents in older reserve apparatus due to aging front line units going out of service for mechanical issues.

Community Involvement:

Inform

Expanded Options and Alternatives:

N/A

Attachments:

New Engine Spec Sheet
New All-Risk Engine Picture
2022-04 COF Coop Engine Contract
Exhibit A - Quote
Exhibit B - Mesa Master Agreement

Proposal Option List

6/11/2021

Customer:	FLAGSTAFF FIRE DEPARTMENT	**Bid Number:**	643
Representative	Gilbert, Ronald	**Job Number:**	
Organization:	Hughes Fire Equipment, Inc	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	01/07/2021
Description:	Flagstaff Velocity Pumper	**Stock Number:**	
Body:	Pumper, Medium, Galvanneal, 2nd Gen	**Price Level:**	40 (Current: 40)
Chassis:	Velocity Chassis (Big Block), 2010	**Lane:**	Lane 2

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - City of Flagstaff Operating/In conjunction W-Service Center - Operating Miles - 25 Miles Number of Fire Dept/Municipalities - 25 Bidder/Sales Organization - Hughes Fire Equipment Delivery - Delivery representative Dealership/Sales Organization, Service - Hughes Fire Equipment	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - Unit to match as close as possible to previous unit Job # 28691.	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0536644		Customer Service Website	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0564202		Velocity Chassis (Big Block), 2010	1
18	0000110		Wheelbase	1
			Wheelbase - 187.50 inches	
19	0000070		GVW Rating	1
			GVW rating - 49,800	
20	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
21	0020018		Frame Liner Not Req'd	1
22	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
23	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0664500		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply, Fire Service Speed Rtng	1
27	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
28	0530466		Axle, Rear, Meritor RS26-185, 27,000 lb, Imp/Vel/Dash CF	1
29	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 75	
30	0122075		Suspen, Rear, Standens, Spring, 27,000 lb, Imp/Vel/Dash CF	1
31	0000485		Oil Seals, Rear Axle	1
32	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
33	0654806		Wheels, Rear, Accuride, 22.50" x 8.25", Steel, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0760138		Chains, Insta-Chain automatic tire, 6 Strand, Custom	1
37	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
38	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
39	0010670		ABS Wabco Brake System, Single rear axle	1
40	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
41	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
42	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
43	0000785		Brake Reservoirs, Three	1
44	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
45	0000790		Brake Lines, Nylon	1
46	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
47	0509837		Adjustable Brake & Throttle Pedals	1
48	0000845		Air Tank, Additional for Extra Capacity	1
49	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
50	0736395		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2021, Velocity	1
51	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT	1
52	0001244		High Idle w/Electronic Engine, Custom	1
53	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
54	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
55	0001302		Heater, 1500 Watt Immersion, Thermostatically Controlled	1
56	0123135		Air Intake, w/Ember separator, Imp/Vel	1
57	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
58	0787999		Radiator, Impel/Velocity	1
59	0511425		Cooling Hoses, Rubber	1
60	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
61	0001129		Lines, Fuel	1
62	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
63	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
64	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
65	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
66	0578959		Fuel/Water Separator, Racor Inline	1
67	0642582		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
68	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0001375		Driveline, Spicer 1810	1
71	0651288	SP	Shield, Grease for Drive Shaft U Joints	1
72	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
73	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
74	0509230		Steering Wheel, 4 Spoke without Controls	1
75	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Flagstaff	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Dept.	
76	0654471		Cover, Rubber, Driveshaft Grease, DS Framerail	1
77	0530385		Bumper, 16" Extended, Steel Painted, Imp/Vel	1
78	0610315		Tray, Hose, Center, 16" Bumper, Outside AH, 13" Deep, 10" Below/3" Above,Imp/Ve	1
			Grating, Bumper extension - Grating, Aluminum	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
79	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
80	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
81	0002270		Tow Hooks, Chrome	1
82	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
83	0668315		Cab, Velocity FR, 7010 Raised Roof	1
84	0724207		Engine Tunnel, X12-15, MX13, Mech Fasteners, Velocity FR	1
85	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
86	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
87	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1

Line	Option	Type	Option Description	Qty
88	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
89	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
90	0087357		Molding, Chrome on Side of Cab	1
91	0012188		Mirrors, Velvac, 2025, Heated/Remote, w/Heated Convex	1
92	0667921		Door, Half-Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
94	0671014		Face Plate/s, Blank, Overhead, Imp/Vel, Dash CF	1
95	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
96	0555486		Steps, 4-Door Cab, Dual, Imp/Vel	1
			Light, Step, Additional - P25 LED	
97	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
98	0509649		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
99	0002140		Fenders, S/S on Cab	1
100	0586564		Window, Side of C/C, Fixed, w/EMS Cabinet, Imp/Vel	1
101	0552935		Trim, Cab Side Windows, Velocity	1
102	0012090		Not Required, Windows, Front/Side of raised roof	1
103	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
104	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
105	0663375		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
106	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
107	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
108	0682140		Floor, Alum Cab & Crew Cab, Include Vertical Floor Surfaces, AXT/Imp/Vel, CARE	1
109	0741239		HVAC, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
110	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
111	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
112	0002526		Light, Engine Compt, All Custom Chassis	1
113	0122516		Fluid Check Access, Imp/Vel	1
114	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
115	0583039		Not Required, Side Roll and Frontal Impact Protection	1
116	0622617		Seating Capacity, 6 Seats	1
117	0697007		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back	1
118	0696997		Seat, Officer, Pierce PS6, Premium, Air Ride, High Back	1
119	0540561		Radio Compartment, Behind Officer Seat, Vented, Imp/Vel	1
120	0748731	SP	Cabinet, Rear Facing, LS, 21 W x 28 H x 30.5 D, Roll, Imp/Vel	1
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, White, Locking #751	
			Louvers, Cabinet - 0-No Louvers	
121	0102783		Not Required, Seat, Rr Facing C/C, Center	1
122	0102790		Not Required, Seat, Rear Facing C/C, PS Outboard	1
123	0122718		Seat, Forward Facing C/C, DS Outboard, Flip Up Cushion, Imp/Vel	1
124	0759629	SP	Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, Air Ride, Hi-Back **	1
125	0122731		Seat, Forward Facing C/C, PS Outboard, Flip Up Cushion, Imp/Vel	1

Line	Option	Type	Option Description	Qty
126	0740632	SP	Cabinet, Rr Fcng, Top Eng Tnl, 34 W x 16 H x 17.5 D,Drop Dr,Hasp,Prtn,Imp/Vel FR	1
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
			Louvers, Cabinet - 0-No Louvers	
127	0042264		Shelf, Adjustable, EMS Compt, 1.25" Lip	2
			Qty, Shelf - 02	
			Location, Shelf, EMS - (2) DS Rr Fcng Cabinet	
128	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	6
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 06	
129	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010,Saber FR/Enf	1
130	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
131	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
132	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
133	0647638		Lights, Dome, Weldon Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
134	0631776		Not Required, Overhead Map Lights	1
135	0727540		Spotlight, Golight/RadioRay, Model 20**4GT, LED, 1 Lt	1
			Location - behind lightbar centered	
			Color, GoLt - White	
			Bracket, Spotlight - Z Bracket - 1 Lt	
136	0650074		Controller, Spotlight, Golight, Wired Dash Mount, 1 Lt	1
137	0649965		Location, Spotlight Controller, Driver's Side	1
138	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
139	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
142	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
143	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
144	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
145	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - In LOC#9 panel with the two Power points.	
146	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - RS1 above shelf on front wall, recessed.	
147	0548007		Wiring, Spare, 15 A 12V DC 3rd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - Mounted on top of engine tunnel near LOC#9 with 2' coil of wire.	
148	0548009		Wiring, Spare, 20 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location, Spare Wiring - In the ems box mounted on top of rear of engine tunnel w/ 2' coil wire, power strip bar to to be mounted at pick up.	
149	0560535		Wiring, Spare, 15 A 12V DC 4th	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - Mounted on top of engine tunnel near LOC#9 with 2' coil of wire.	

Line	Option	Type	Option Description	Qty
150	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Both on panel LOC#9 back side of instrument panel.	
151	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
152	0643196		Radio, AM/FM/CD/WB, Jensen, Front Aux In / USB / Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - e) switch panel	
153	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
154	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
155	0606248		Vehicle Data Recorder w/CZ Display Seat Belt Monitor, Unique Alarm	1
156	0735006		Intercom, David Clark, 4-Pos, 2-Radio, (D,O,RPTT), 2obC, U3805	1
			Location - Driver, Officer, & two forward facing rear crew cab EXCLUDED: [Location, Intercom, C Cab]. - 2) 2 forward facing seats	
157	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - Behind officer seat in radio compartment.	
158	0589947		Headset, David Clark, H3432 Over The Head, Flex Mic, Push On Push Off	4
			Qty, - 04 Location - Driver, Officer & two rear crew cab.	
159	0681408		Hangers For Headsets, NFPA, Each	4
			Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat and Rear, Center, Fwrd Fcng Seat	
160	0616382		Install Customer Provided GPS/Multimode Antenna(s)	1
			Qty, - 01	
161	0640003		Install Customer Provided Modem	1
			Location - Cradle get mounted on top of engine tunnel per signed instrument panel drawing. Qty, - 01	
162	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - The remote head goes in the LOC#6 position & the radio gets mounted in the radio compartment behind officer. Qty, - 01	
163	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	2
			Location - On the cab roof. Qty, - 02	
164	0653520		Camera, Pierce, Mux, R, RS Cameras	1
			Camera System Audio - Speaker Behind Driver Camera System	
165	0511071		Guard, 4-Way, Rear Vision Camera	1
			Qty, - 01 Location - rear camera	
166	0615101		Pierce Command Zone, Advanced Electronics & Control System, Velocity, WiFi	1
167	0624254		Electrical System, Velocity	1
168	0089703		Batteries, (6) Interstate Grp 31, 950 CCA each, Threaded Stud	1
169	0008621		Battery System, Single Start, All Custom Chassis	1
170	0123174		Battery Compartment, Imp/Vel	1
171	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
172	0688318		Location, Charger, Cab Behind Driver Seat, On the EMS Compt Vertical Wall	1
173	0537512		Location, Bat Chrg Ind, Display Through Window Behind Driver Seat	1
174	0691933		Shoreline, 30A 120V, Twist lock, Hubbell HBL303NM	1
			Connection, Shoreline - Directly to the charger.	
175	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Seat Riser	
176	0036802		Sub Feed Breaker Box Cutler Hammer, For Shoreline	1
			Location, CB Panel - D3	
177	0647728		Alternator, 430 amp, Delco Remy 55SI	1
178	0610111	SP	Cover, Inverter, Vented	1

Line	Option	Type	Option Description	Qty
179	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
180	0720839		Switch, CZ Display Only, Load Manager	1
181	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
182	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
183	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
184	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
185	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
186	0650675		Lights, Tail, Wln 60BTT* Red LED Stop/Tail & 60A00TAR Amb LED Dir For Housing	1
			Color, Lens - Clear	
187	0039214		Lights, Backup, Wln 600, LED for Wln Cast 3 & 4 housing	1
188	0664481		Bracket, License Plate & Light, P25 LED	1
189	0736667		Bezels, Wln, (2) CAST3, For Mtg (3) Wln 600 Lts Each, 6Lts Total	1
190	0589905		Alarm, Back-up Warning, PRECO 1040	1
191	0769566		Lights, Perimeter Cab, Amdor AY-LB-12HW020 & AY-LB-12HW012 LED 4Dr	1
192	0617869		Lights, Perimeter Pump House, Truck-Lite 60354C LED 2lts	1
193	0653942		Lights, Perimeter Body, Truck-Lite 60354C LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
194	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
195	0581784		Lights, Side Scene, Wln 9SC0ENZR LED, 2nd	2
			Location, Lights - One each side of the RS crew cab above the rear facing seat location and one on the RS rear body (around center of rear axle) centered, per AD print.	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
196	0582055		Lights, Side Scene, Wln 9SC0ENZR LED, 1st	2
			Location, Lights - One each side of the LS crew cab above the rear facing seat location and one on the LS rear body (around center of rear axle) centered per AD print..	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
197	0709438		Light, Walking Surf, FRP Flood, LED	1
198	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
199	0773179		Lights, Wln, P*H2* Pioneer, 12 VDC, 1st	1
			Location - On the driver side dunage area.	
			Qty, - 01	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw DS	
			Scene Light Optics - combination	
			Mount, Wln II - Pull Up Sd Mnt 20" Handle Holder & Sensor	
200	0773172		Lights, Wln, P*H2* Pioneer, 12 VDC, 2nd	1
			Location - Passenger side dunage area	
			Qty, - 01	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS, Cab Sw Panel PS and Pump Panel Sw PS	
			Scene Light Optics - combination	
			Mount, Wln II - Pull Up Sd Mnt 20" Handle Holder & Sensor	
201	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
202	0645672		Lights, Not Required, Hose Bed, Alt. Pole Lights on Front/Rear Of Body	1

Line	Option	Type	Option Description	Qty
203	0645690		Lights, Rear Scene, Wln, 9SC0ENZR LED, 30" - 102" High	1
			Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Body Switch, DS Rear Bulkhead	
204	0060111		Pumper, Medium, Galvanneal, 2nd Gen	1
205	0554271		Body Skirt Height, 20"	1
206	0028244		Tank, Water, 500 Gallon, Poly, Med	1
207	0003405		Overflow, 4.00" Water Tank, Poly	1
208	0028104		Foam Cell Required	1
209	0775667	SP	Equipment Storage, Below Hose Bed, HDRP Style, Special Config/Layout, Gasket	1
			Location - Center rear of body above the B1 compartment. Fill in Blank - two backboards on the left side each board is 16"W x 72"L x 2"T. Customer provided stair chair on the right 40"L x 20"W x 8"H Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - "D" Handle Latch Hinge Location - Top	
210	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
211	0003429		Not Required, Direct Tank Fill	1
212	0003424		Not Required, Dump Valve	1
213	0048710		Not Required, Jet Assist	1
214	0030007		Not Required, Dump Valve Chute	1
215	0514778		Not Required, Switch, Tank Dump Master	1
216	0126632		Hose Bed, Galv, Pumper	1
217	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 500' of 1.5" Single Jacket wildland hose, 800' of 2.5" DJP, 1000' of 4" DJP, 200' of 2.5"DJP	
218	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
219	0010133		Cross-Divider, Hose Bed	1
220	0080233		Divider, Hose Bed, .25" Sheet, Unpainted	1
			Location - between beds 3 and 4 right next to the ladder compartment Qty, - 1	
221	0740440	SP	Hose Restraint, Hose Bed, Vinyl, Top and Rear, Special Bungee, Cam Buckle & Hook	1
			Color, Vinyl Cover - a) red Vinyl flap weight - Chain Weighted	
222	0013512		Running Boards, 12.75" Deep	1
223	0689497		Tailboard, T-Shaped, 24" & 8" Deep, Angled Corners	1
224	0690037		Wall, Rear, Smooth Aluminum/Body Material	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	
225	0003531		Tow Bar, Under Tailboard	1
226	0590920		Hose Restraint, Running Board, Aluminum Treadplate Cover	2
			Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2 Type of fastener - D ring latch in the center Stay arm, Tray Cover - a) Mech Stay Arm	
227	0024110		Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose	2
			Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	
228	0003560		Construction, Compt, Galv, Pumper	1
229	0720760	SP	LS 152" Rollup, Full Height Front & Rear, FDLER, Special Depth Upper, 14" Deep	1
230	0693721	SP	RS 152" Rollup, Full Height Front & Rear, FDLER, Special Depth Upper, 14" Deep	1
231	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
232	0083700		Compt, Rear, Rollup, 37.75" FF, 25.88" D	1
233	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
234	0554995		No Body Modification Required	1
235	0776727	SP	Scuffplate, Brushed S/S Under Fuel Fill Door, Qty	1
			Qty, Scuffplates - 01	

Line	Option	Type	Option Description	Qty
236	0019845		Guard, Drip Pan, S/S, Rollup Door	7
			Qty, Door Accessory - 07	
			Location, Door Accessory - LS1, LS2, LS3, RS1, RS2, RS3, B1	
237	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
238	0535355		Pull Strap for Rollup Doors, Special Location, w/ Footman loop	6
			Qty, Door Accessory - 06	
			Location, Door Accessory - LS1, LS2, LS3, RS1, RS2, RS3.	
			Color, Strap - Orange	
239	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
240	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
241	0691876		Brackets/Clamps, For Strip Lighting In Compartments, IPO Velcro	1
242	0687146		Shelf Tracks, Painted	7
			Qty, Shelf Track - 07	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
243	0625835		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Special Side Height	9
			Qty, Shelf - 09	
			Location, Shelf - LS3-1 Upper & 1 Lower, LS2-1, LS1-1 upper & 1-Lower, RS1 1-Upper & 1-Lower, RS3 1-Upper & 1-Lower	
			Shelf, Side Height, Front - 2"	
			Shelf, Side Height, Rear - 2"	
			Material Finish, Shelf - Painted - Spatter Gray	
			Shelf, Side Height, Right & Left - 2"	
244	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - B1	
			Material Finish, Tray - Painted - Spatter Gray	
245	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	1
			Qty - 1	
			Location, Pivot - Back	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - RS2	
246	0726441		Partition, Trans Rear Compt	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
			Material Finish, Partition - Painted - Spatter Gray	
247	0659383		Matting, Turtle Tile w/Ramp, Compt Floors	6
			Location - LS1, LS2, LS3, RS1, RS2 & RS3	
			Qty, Comp. Accessory - 06	
			Color - 1) black	
			Color, Tile Edge - black	
248	0028026		Matting, Turtle Tile, Compt Shelving only	10
			Location - LS1, LS2, LS3, B1, RS1, RS2 & RS3	
			Qty, Shelf - 10	
			Color - 1) black	
249	0755638		Pegboard, Back Wall Mounted, 3/16" Alum, Full Height Compt	2
			Qty, Comp. Accessory - 02	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Compartment, Predefined - LS3 and RS3	
250	0777853	SP	Cover Plate, Toolboard Mounting Bracket, Pair, Painted	1
			Location - RS2	
			Qty, - 01	
251	0027090		Tracks, Equipment Mounting, Horizontal	2
			Location - To be mounted at pick up. for SCBA brackets	
			Qty, Shelf Track - 02	
252	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
253	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted	

Line	Option	Type	Option Description	Qty
254	0519849		Not Required, Hose, Hard Suction	1
255	0626229		Handrails, Side Pump Panels, Per Print	1
256	0004126		Handrails, Beavertail, Standard	1
257	0011212		Handrail, Not Required, Rear Hose Bed, Pumper	1
258	0004154		Handrail, Extra - 10" Long	1
			Location, Handrails - on top of DS Stanchion to meet NFPA stepping requirements	
			Qty, Handrails - 01	
259	0004150		Handrail, Extra - 15-20" Long	2
			Qty, Handrails - 02	
			Location, Handrail Additional - Mounted at a 45 degree angle on the interior of the rear crew cab doors.	
260	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door	1
			Location, Bracket/comp. - RS rear of axle.	
			Qty, - 1	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - D-Ring Latch	
			Insert, Air Bottle Compt - Rubber Matting	
261	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Triple - LS Fwd and Triple - RS Fwd	
			Latch, Air Bottle Compt - D-Ring Latch	
			Insert, Air Bottle Compt - Rubber Matting	
262	0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - D-Ring Latch	
			Insert, Air Bottle Compt - Rubber Matting	
263	0045261	SP	Scufftape, Full Circle Around Air Bottle Compartment	1
264	0784798	SP	Caulk, Drain, Air Bottle Compartment	4
			Qty, - 04	
265	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
266	0004230		Ladder, 14' Duo-Safety 775A Roof	1
267	0545945		Ladders Btwn Tank & S.Sht, LS, Ext'd Rr, Encl'd Complete, RPH, Dr/Latch Feature	1
			Door, Material & Finish, Ladder Storage - aluminum treadplate	
			Latch, Door Ladder Storage - D-Handle latch	
268	0733387		Ladder, 10' Duo-Safety Folding 585A	1
269	0733796		Trough, Folding Ladder, Ladder Storage Btwn Tank & S.Sht	1
			Location, Left Side, Right Side - Right Side	
270	0606134	SP	Drain, Enclosed Ladder Storage Between Tank and Side Sheet	1
271	0554060		Pike Pole, 10' Nupla, Fiberglass, YPD-10, Pumper NFPA Classification	1
			Qty, Pike Poles - 1	
272	0733370		Pike Pole, 6' DUO Safety, Fiberglass	1
			Qty, Pike Poles - 1	
273	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Ladder Storage	
274	0616766	SP	Additional Rub Rail Supports/Spacers	2
			Location - RS1 and LS1	
			Qty, - 02	
275	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - luminescent	
			Location, Steps - Full Height Left and Right Side w/LED Light	
276	0592995		Steps, Combo Folding Trident w/LED & Corner, Rear Body	1
			Coating, Step - luminescent	
277	0687579	SP	Program, Activate LED Step Lights w/ P.Brake	1
			Fill in Blank - Step lights at the DS front bulkhead and rear of body	
278	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
279	0004481		Seal, Grafoil, Waterous	1
280	0559769		Trans, Pump, Waterous C20 Series	1
281	0635600		Pumping Mode, Stationary Only	1
282	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
283	0003148		Transmission Lock-up, EVS	1

Line	Option	Type	Option Description	Qty
284	0004547		Auxiliary Cooling System	1
285	0014486		Not Required, Transfer Valve, Stage Pump	1
286	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	
287	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
288	0072153		Primer, Trident, Air Prime, Air Operated	1
289	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
290	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
291	0795135		Plumbing, Stainless Steel, w/Foam System	1
292	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
293	0602448		Cap, Main Pump Inlet, Provided by Fire Department, NFPA 2016	1
294	0550696		Valve, Waterous Monarch w/Relief, LS Side Inlet, 6", Waterous Handwheel Control	1
295	0730368		Valve, Ball Intake, TFT, AX Series	1
			Location - Passenger side intake. Qty - 1 Connection, Inlet, Side B - 8NR (4.5" Male Threaded Rigid) with a cap Connection, Outlet, Side A - NX (6.0" Threaded Swivel) Ball Intake Valve Actuation - Standard (Crank On Left Side) Relief Valve, Ball Intake - Standard	
296	0084610		Valves, Akron 8000 series- All	1
297	0004660		Inlet (1), Left Side, 2.50"	1
298	0004680		Inlet, Right Side, 2.50"	1
299	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
300	0004700		Control, Inlet, at Valve	1
301	0092569		No Rear Inlet (Large Dia) Requested	1
302	0092696		Not Required, Cap, Rear Inlet	1
303	0064116		No Rear Inlet Actuation Required	1
304	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
305	0092568		No Rear Auxiliary Inlet Requested	1
306	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
307	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
308	0004905		Outlet, Tank Fill, 1.50"	1
309	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
310	0092570		Not Required, Outlets, Left Side Additional	1
311	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
312	0092571		Not Required, Outlets, Right Side Additional	1
313	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
314	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - in center bumper tray	
315	0092575		Not Required, Outlet, Rear	1
316	0092574		Not Required, Outlet, Rear, Additional	1
317	0004990		Outlet, Front HB, 2.50" w/2.50" Plumbing	1
			Location - passenger side Qty, Discharges - 01	
318	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
319	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
320	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
321	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
322	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
323	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
324	0045099		Not Required, Elbow, Rear Outlets	1
325	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
326	0649166		Elbow, Large Dia Outlet, 45 Deg, 4.00" FNST x 4.00" MNST, VLH Elbow w/Cap	1
327	0062133		Control, Outlets, Manual, Pierce HW if applicable	1

Line	Option	Type	Option Description	Qty
328	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - To enable the deck gun to be rotated 360 degree- mounted `3.00" above cargo wall, as shown on AD	
329	0549164		Outlet, 3.00" Deluge w/Akron Model 3406 Electric Riser	1
330	0072930		Monitor, Akron 3416, 4" FNST Inlet	1
331	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
332	0626591		Deluge Mount, 3" ANSI 4 Bolt Flange, Use w/ Akron 3406 Riser	1
333	0723726		Speedlay Module Not Required	1
334	0722473		Hose Restraint Not Required, No Spdly Module	1
335	0723395		Speedlays, Not Required	1
336	0723394		Speedlays, Not Required	1
337	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
338	0029196		Not Required, 2.50" Crosslay	1
339	0591145		Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting	2
			Qty, - 02	
340	0029260		Not Required, Speedlays	1
341	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
342	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
343	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Rear Outlet Right Side, Crosslay Front and Crosslay Rear	
344	0012126		Not Required, CAF Compressor	1
345	0592527		Refill, Foam Tank, Integral, Husky 3	1
346	0031896		Demonstration, Foam System, Dealer Provided	1
347	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
348	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
349	0091079		Not Required, Foam Tank #2	1
350	0091112		Not Required, Foam Tank #2 Drain	1
351	0007575		Pump House, Side Control, 48", Control Zone	1
352	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 01	
353	0032479		Pump Panel Configuration, Control Zone	1
354	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
355	0005578		Panel, Pump Access - Right Side Only	1
356	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
357	0005945		Light, Pump Compt	1
358	0586438		Gauges, Engine - Pump Panel, IAT Pressure Controller	1
359	0005601		Throttle, Engine, Incl'd w/Press Controller	1
360	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
361	0549333		Indicators, Engine, Included with Pressure Controller	1
362	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
363	0005780		Control, Air Horn At Pmp Pnl, Button	1
364	0733318	SP	Drains, Above Runningboards, LS & RS, Except for Both Foam Pump Drains, Special	1
365	0081262		Drains, RS, Keep Area Under Main Inlet Clear	1
366	0005690		Gauges, 6.00" Master, Class 1, 30"-0-600psi	1
367	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
368	0738602		Gauge, Water Level, Class 1, w/ (1) Large Slave & (1) Mini, Remote Module Driver	1
			Location, Water Level Gau - b) LS Pump Panel Activation, Water Level G - pg) pump in gear	
369	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02 Activation, Water Level G - Pump in gear or parking brake applied Location, Water Level Gauge - Each Side Custom Cab - Most Rearward Color, Trim - Chrome Trim	
370	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
371	0593143		Light Shield/Step 8", LED w/Weldon Step Light	1
372	0682499		Light Shield/Step 8", PS LED, Weldon Step Light	1
373	0606697		Air Horns, (2) Grover, In Bumper	1
374	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1

Line	Option	Type	Option Description	Qty
375	0564766		Control, Air Horn, Foot Sw, Location Feature	1
			location - Driver's side as far forward as possible.	
376	0006133		Siren, Code 3 3692 100W or 200W	1
377	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
378	0003745	SP	Control, Elec Siren, Horn Ring, DS Foot Sw	1
379	0601374		Speaker, (2) Code 3, PB100C, Chrome	1
			Connection, Speaker - siren head	
380	0678617		Location, Speaker, Frt Bumper, Recessed, Right and Left Side Corners	1
381	0746353		Not Required, Warning Lights Intensity	1
382	0738567	SP	Lights, Wln, M4*C, RwbWRBWR RWBRWbwR 14lts	1
			Color, Trim - Chrome Trim	
383	0561394		Light, Front Zone, Wln M6*C LED, Clear Lens, 4lts Q Bez, Inside Split Color	1
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Blue	
			Color, Lt DS Frnt Split - b) Red and Blue	
			Color, Lt PS Frnt Split - c) Blue and Red	
384	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
385	0556802		Lights, Side Zone Lower, Wln M6# LED, Split Color 3pr, Ovr 25	1
			Location, Lights Mid - On crew cab to the rear of the crew cab doors.	
			Location, Lights Rear - centered over the rear axle.	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Frnt Split - Blue and Red	
			Color, Lt Side Mid Split - Blue and Red	
			Color, Lt Side Rear Split - Red and Blue	
386	0691142		Lights, Door Interior Flash, 4 Dr Cab, Wln 3S*00F*R LED	1
			Location, Lights - one each cab door low and outboard. Same as job 32871.	
			Color, Lights, Warning - c) amber	
			Color, Lens, LED's - m)match LED's	
387	0553458		Lights, Rear Zone Lower, Wln M9* LED, Split Color	1
			Color, Lt DS Rear Splt - a) Red and Blue	
			Color, Lt PS Rear Splt - b) Blue and Red	
388	0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - b)both domes red	
389	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
390	0016610		Mtg, Rear Warn Lts, Std Mount, S/S Brkts	1
391	0791493		Light, Traffic Directing, Wln TAM65 36" Long LED	1
			Activation, Traffic Dir L - Aux Flash with Emergency Master	
392	0529680		Location, Traf Dir Lt, Surface Mounted with Treadplate Box	1
393	0530288		Location, Traf Dir Lt Controller, Overhead Recessed Console, above Eng Tnl DS	1
394	0738601	SP	Inverter, Xantrex PROsine 806-1802, 1800W 120V AC 1350W No Master Switch	1
			Location, Inverter - in the rear crew cab area on passenger outboard wall under the fixed crew window	
395	0780244		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, GFCI	1
			Location, Receptacles - recessed on the cabinet on the rear engine tunnel on officer side	
			Qty, - 01	
			AC Power Source - Inverter	
			Cover, Receptacle - Exterior Flip Up Duplex Cover(s)	
396	0519934		Not Required, Brand, Hydraulic Tool System	1
397	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
398	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
399	0077022		Hose, 5" Soft Suction-w/4.5" Coupling 15ft lng	1
400	0027023		No Strainer Required	1
401	0584119		Extinguisher, 20 lb Dry Chemical, 80-B:C Rating	1
			Qty, Extinguishers - 1	
402	0533277		Extinguisher, 2.5 Gal. Pressurized Water	1
			Qty, Extinguishers - 1	
403	0007125		Axes, (2) Flathead w/Fiberglass Handle	1
404	0591378		Axe, (1) Pickhead w/Fiberglass Handle	1

Line	Option	Type	Option Description	Qty
405	0741569		Paint Process / Environmental Requirements, Appleton	1
406	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - #20 White	
			Shield, Cab - No Shield	
			Paint Color, Lower Area, Predefined - #117 RED, same as previous job 34563.	
			Paint Break, Cab - Standard Two-Tone Cab Break	
407	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
408	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
409	0693798		Paint, Front Wheels	1
			Paint, Wheels - Red #117	
410	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels - Red #117	
411	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
412	0007230		Compartment, Painted, Spatter Gray	1
413	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
414	0510041		Reflective across Cab Face, Imp/Vel	1
415	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
416	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
417	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
			Color, Chevron DG - B - Red	
418	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
419	0027372		Lettering Specifications, (GOLD STAR Process)	1
420	0686434		Lettering, Gold Leaf, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
421	0686256		Lettering, Gold Leaf, 4.00", Each	8
			Qty, Lettering - 08	
			Outline, Lettering - Outline and Shade	
422	0686018		Lettering, Reflective, 5.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
423	0686033		Lettering, Reflective, 4.00", Each	12
			Qty, Lettering - 12	
			Outline, Lettering - Outline	
424	0686002		Lettering, Reflective, 8.00", Each	1
			Qty, Lettering - 01	
			Outline, Lettering - Outline and Shade	
425	0685978		Lettering, Reflective, 18.00", Each	1
			Qty, Lettering - 01	
			Outline, Lettering - Outline and Shade	
426	0686042		Lettering, Reflective, 2.00", Each	14
			Qty, Lettering - 14	
			Outline, Lettering - Outline	
427	0685981		Lettering, Reflective, 14.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
428	0026526		Lettering, Reflective, "Emergency Dial 911", Pair	1
			Color, Lettering - a) white	
			Location, Lettering - Inset into the scl/s on D1/P1	
			Size, Lettering, Reflect - 05	
429	0660881	SP	Emblem, Monogram,Goldleaf, City of Flagstaff, pair	1
			Qty, - 1	
			Location, Emblem - Located on cab doors	

Line	Option	Type	Option Description	Qty
430	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
431	0002905		Manuals, (2) Chassis Service, Custom	1
432	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
433	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
434	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
435	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
436	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
437	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
438	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
439	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
440	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
441	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
442	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
443	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
444	0695416		Warranty, Pierce Camera System, WA0188	1
445	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
446	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
447	0685945		Warranty, Transmission Cooler, WA0216	1
448	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
449	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
450	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
451	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
452	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
453	0657990		Warranty, Foam System, Husky 3, WA0231	1
454	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
455	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
456	0683627		Certification, Vehicle Stability, CD0156	1
457	0736236		Certification, Engine Installation, Velocity, Cummins X15, 2021	1
458	0686786		Certification, Power Steering, CD0098	1
459	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1
460	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
461	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
462	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
463	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
464	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
465	0545073		Amp Draw Report, NFPA Current Edition	1
466	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
467	0799248		Appleton/Florida BTO	1
468	0000018		PUMPER, 2ND GEN	1
469	0000012		PIERCE CHASSIS	1
470	0004713		ENGINE, OTHER	1
471	0046396		EVS 4000 Series TRANSMISSION	1
472	0020011		WATEROUS PUMP	1
473	0020009		POLY TANK	1
474	0028048		FOAM SYSTEM	1
475	0020006		SIDE CONTROL	1
476	0020007		AKRON VALVES	1
477	0020015		ABS SYSTEM	1
478	0658751		PUMPER BASE	1


Pierce
WISCONSIN
FLAGSTAFF
FIRE
DEPARTMENT
FD
911
ENGINE
2

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-04

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 Hughes Fire Equipment, Inc., an Oregon Corporation ("Contractor").

RECITALS:

A. Contractor has a Local Government Purchasing Cooperative Contract MA F200 14000557Y6-1 with the City of Mesa to supply materials and/or services ("Agency Contract"), which was awarded as a sole source 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) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Pierce Velocity Pumper Fire Apparatus (Engine)

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 shall be seven hundred forty-nine, three hundred forty-three and twenty-seven cents **($749,343.27)** made in accordance with the price list and terms set forth in the Agency Contract.

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.

HUGHES FIRE EQUIPMENT, INC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK and FEE

ATTACHED

EXHIBIT B
AGENCY CONTRACT

City of Mesa Contract Number: MA F200 14 000557Y6-1 (attached)

June 8, 2021

City of Flagstaff Fire Department, AZ
One (1) Velocity Pumper RG643
Build Location: Appleton, WI

Proposal Price	722,665.00	
Less chassis progress payment discount	(12,272.00)	
Less payment upon completion @ factory discount	(7,069.00)	
Less 100% pre-payment discount	(11,440.00)	
Subtotal including all pre-pay discounts	691,884.00	
Arizona State Sales Tax @ 5.60%		38,745.50
Phoenix Sales Tax @ 2.70%		18,680.87
PHX Transportation Plan Tax @ 0.3% of $10,968.00		32.90
Total Bid Price Including Pre-Pay Discounts & Sales Tax		***$ 749,343.27***

Terms:

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 12 to 15 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until July 28, 2021. If order is not submitted prior to that date revised pricing will be required.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$409,075.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date . If payment is not made when due the discount total will be added back to the final invoice.

ii. Payment Upon Completion at Factory Discount: If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 180 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Cooperative Purchase: The proposal price is based on the unit being purchased per the City of Mesa's Fire Apparatus Master Purchase Agreement, Contract #2014173.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$1,766.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$5,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **four (4)** fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the fire department is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the fire department. If the department elects to have additional representatives included in the inspection trips $1,850.00 per traveler per trip will be added to the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

mesa·az

Purchasing Division: (480) 644-2301
Accounts Payable: (480) 644-2355
Engineering: (480) 644-2251

MASTER AGREEMENT

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA F200 14000557Y6 - 1
FINAL

Document Date	Effective Date	Expiration Date
02/27/2019	02/24/2019	02/23/2020

Agreement Description:
Sole Source: Fire Apparatus & Repair Parts (2014173)

For information regarding this agreement contact:
Bruce Hutchins
Bruce.Hutchins@mesaaz.gov
480-644-6050

MA Not to Exceed (For All Vendors)
$ 205,000.00

Authorization
This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.

Renewal Periods:

Renewal Length	Renewal Term	Effective Date	Expiration Date
1	Years	02/24/20	02/23/21
1	Years	02/24/21	02/23/22

Renewal options are not guaranteed and may be subject to City Council or administrative approval.

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered. Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreement are subject to the Standard Terms and Conditions posted on the City of Mesa website www.mesaaz.gov/business/purchasing.

mesa·az

Purchasing Division: (480) 644-2301
Accounts Payable: (480) 644-2355
Engineering: (480) 644-2251

MASTER AGREEMENT

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA F200 14000557Y6 - 1
FINAL

Hughes Fire Equipment Inc
910 Shelley St
Springfield, OR 97477

Vendor Code: CNV119334

LINE	DESCRIPTION	UNIT PRICE	UNIT
1	**Apparatus & parts** **Pierce fire apparatus & repair parts.**		EA
2	**Phoenix Tax**		

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FIRE: APPARATUS MASTER PURCHASE AGREEMENT (#2013118)

This Fire Apparatus Master Purchase Agreement (hereinafter "Agreement") made and entered into this 24th day of February 2014 between Pierce Manufacturing, Inc. herein "Pierce" or "Vendor" or "Contractor", a corporation duly registered under the laws of the State of Wisconsin, and the City of Mesa, Arizona, herein "Mesa" or "City", a municipal corporation of the State of Arizona (collectively the "Parties").

WITNESSETH:

WHEREAS, the City of Mesa Fire Department desires to standardize its fleet of Fire Apparatus to assure reliability, efficiency and economy in purchasing and obtaining parts, service and repair for its Fire Apparatus; and

WHEREAS, the City of Mesa Fire Department existing Fire Apparatus is predominately manufactured by Pierce Manufacturing, Inc.; and

WHEREAS, the City of Mesa Fire Department has determined Pierce Manufacturing, Inc. is able to provide Fire Apparatus that meets the City's needs and specifications; and

WHEREAS, the City of Mesa City Council has approved the Mesa Fire Department's use of a Pierce Manufacturing, Inc. Fire Apparatus brand-name only specification to affect said standardization;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree to the following:

1. VENDOR'S SCOPE OF WORK

1.1 The Vendor agrees to furnish the Fire Apparatus, including appurtenance Fire Apparatus ("Fire Apparatus") described in Exhibit A which is incorporated by this reference, and Replacement Parts pursuant to the Terms and Conditions of this Agreement, including Mesa's Standard Terms and Conditions set forth in Exhibit B and the Contractor's Proposal, herein incorporated by this reference.

1.2 The Vendor shall ensure that all materials and workmanship contained or used in the Fire Apparatus shall comply with the "Specifications" for each purchase.

1.3 The intent of the Specifications is to set forth the minimum acceptable requirements and to take advantage of the latest advancements in the fields. Fire Apparatus shall be of the latest design, production and advanced state of the art as those specified in the Specifications. In the absence of detailed specifications, the best general production practice shall apply and the highest quality material and workmanship shall be used. However, in no case shall the Specifications be construed to require something not meeting all applicable National Fire Protection Association (hereinafter "NFPA") and U.S. Department of Transportation (hereinafter "DOT") standards. If any Specification does not meet these standards, Vendor shall notify the City in writing of alternatives that conform to these standards. All Specifications, whether stated or not, shall meet all applicable NFPA and DOT standards.

1.4 The term "Specifications" shall include any written modifications to Specifications that may be agreed to by the City and the Vendor resulting from exceptions submitted by the Vendor.

2. APPARATUS PROPOSAL AND ACCEPTANCE

2.1 The City shall provide the Vendor with Specifications for each Fire Apparatus as the Fire Apparatus purchase is needed and funded.

2.2 The Vendor shall submit to the City a written pricing proposal, projected delivery dates and any deviations from the Specifications within thirty (30) calendar days of receipt of the proposal request and Specifications.

2.2.1 A total price will be given, including all expenses, and will include a customer discount of 3-4.5%. If multiple units are purchased and delivered at the same time, a multiple unit discount ranging from $8,000 to $15,000 will be applied to any units purchased after the first unit (the first unit will not receive a multiple unit discount). The exact amount of the multiple unit discount will be determined by the type of units and specifications for the units being purchased. This will be followed by any available payment discounts. Along with this price proposal, Pierce will provide a component list to show the items that will be included. The proposal shall specify how long the price is firm, but not less than 120 days.

2.2.2 The Vendor shall state in its proposal the make and model number of the Fire Apparatus it is offering.

2.2.3 The proposal shall include sufficient descriptions, technical details Specifications and information, to enable the City to fairly and completely evaluate the Fire Apparatus offered. Failure to comply with this requirement may cause rejection of the proposal. Any deviation from the Specifications shall not relieve the Vendor from the responsibility of furnishing an operational Fire Apparatus, complete and ready to operate for its intended use.

2.2.4 The Specifications are the minimum acceptable unless otherwise noted. The Vendor shall indicate compliance, list any deviations, and/or list any modifications needed to meet the Specification, and/or list all data requested.

2.2.5 Any deviations from the Specifications shall be clearly identified and explained in writing in the Vendor's proposal. Failure to comply may cause rejection of the proposal.

2.2.6 If Vendor is only able to meet the Specifications by modification of the Fire Apparatus offered, then as part of the Vendor's proposal the Vendor shall state in writing that he cannot meet the Specifications and list the modifications that he will have to make.

2.2.7 The City will have thirty (30) calendar days to review proposal for appropriateness and accuracy. Evaluation will ensure proposal is appropriate given market conditions and Specifications and will include comparisons to similar Fire Apparatus delivered to other jurisdictions.

2.2.8 If the proposal is determined to be acceptable by City staff, it will be forwarded to the Mesa City Council for approval on the next available City Council meeting agenda.

2.2.9 If the proposal is rejected by the City or the City Council, an attempt will be made to resolve the cause of rejection.

2.2.10 If resolution cannot be reached between the Parties, the City reserves the right to seek an alternative method of purchase, including a competitive bid process involving other appropriate Fire Apparatus vendors. Vendor shall not contest this decision by the City.

2.2.11 Upon receipt or a purchase order from the City, the Vendor shall provide a delivery date that is consistent with the proposal. This delivery date may be adjusted by written, mutual agreement of the Parties.

2.3 Estimated trade-in values for various City of Mesa apparatus. These trade in values are a minimum. The City may receive higher values due to miles, condition and options that are on that particular vehicle. The City can also elect not to accept the offer and sell the vehicle or vehicles in a seal bid process.

FY 2014/2015

One (1) command van (1996 Chevrolet/Grumman) 102,610 miles $3,500
One (1) light /air (1998 Pierce Dash) 139,438 miles $11,500
Five (5) pumpers (1999 Quantum) 180,000 to 200,000 miles $6,500 each
One (1) ladder (2002 Quantum 85 ft AWS) 141,145 Miles $20,000
One (1) airport rescue (1999 Oshkosh TA 1500) 19,297 miles $17,500

FY 2015/2016
On (1) tanker (1995 Ford Pneumax 3000 gallon 500 gpm pump) $15,000
One (1) light / air (2002 Pierce KW T300) $35,000
One (1) rehab (2001 Pierce KW T300) $25,000
One (1) pumper (2001 Pierce Quantum) $12,000

FY 2016/2017
One (1) pumper (2001 Pierce Quantum) $12,000
One (1) ladder (2001 Pierce Quantum 85 ft AWS) $30,000

FY 2017/2018
Three (3) pumpers (2001, 2002, 2003 Pierce Quantum) $12,000 each

FY 2018/2019
One (1) ladder (2005 Pierce Quantum 85ft AWS Quantum) $30,000
Two (2) pumper (2003, 2005 Quantum) $12,000 each

FY 2019/2020
One (1) ladder (2006 Pierce Quantum 85ft AWS) $30,000
One (1) pumper (2005 Pierce Quantum) $12,000

FY 2020/2021
One (1) pumper (2005 Quantum) $12,000
One (1) Heavy Rescue (2006 Pierce Quantum) $20,000

3. GENERAL CONDITIONS

3.1 The Purchase Contract is intended to provide the City with new Fire Apparatus ready for regular and normal use.

3.1.1 All Fire Apparatus, components, and parts shall be new and unused. All Fire Apparatus, components, and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

3.1.2 The Fire Apparatus shall contain all manufacturer's standard equipment and accessories that are included as standard in the advertised and published literature for the fire apparatus. No such Fire Apparatus item or accessory shall be removed or omitted for the reason that it was not specified in the Specifications. Standard Fire Apparatus items may be removed only where necessary to install other items in lieu thereof to comply with the Specifications; and any such removal or substitution shall be listed in writing as part of the Vendor's proposal.

3.1.3 All Fire Apparatus shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

3.2 The Vendor shall honor all warranties, given or implied. Warranty provisions will be specific to each Fire Apparatus and set forth in the Specifications. Remedies available to the City under the warranty shall include repair or replacement of components, at the Vendor's option, of the Fire Apparatus identified as defective.

3.3 During the lifetime of the Fire Apparatus, Vendor shall provide all parts needed for service and repair of the Fire Apparatus.

3.2.1 The Vendor shall attempt to provide all parts needed within two (2) working days after order. It is understood that items like entire cabs, bodies, frames, etc., which may be damaged as a result of the accident will be furnished as soon as practical and a delivery date shall be provided at time or order.

3.2.2 All replacement parts and components used shall be authorized by the Fire Apparatus manufacturer.

3.2.3 All repair parts pricing discounts (15% discount off current parts prices) shall be firm for the Term except where otherwise provided by the Specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reduction in price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

3.2.4 A restocking fee will apply to custom parts returned, or parts that are not returned by the City within one hundred-twenty (120) days.

3.4 A performance Bond in the amount of 100% of the Fire Apparatus price shall be delivered to the City by the Vendor within ten (10) working days after the Vendor receives a Purchase Order for each Fire Apparatus. The Performance Bond shall remain in effect until the Fire Apparatus is accepted by the City.

3.5 All prices quoted shall show all applicable taxes as separate line items. All prices quoted shall be prepaid F.O.B destination and delivered to the location in the City as specified in the Purchase Order. Title and risk of loss will not pass to the City until the unit is accepted, delivered and full payment is made.

3.6 The City shall have the option of performing a final inspection of the finished vehicle at the factory to ensure compliance with City Specifications.

3.7 The Fire Apparatus shall be delivered ready to be put into intended service.

3.8 Each and every calendar day that delivery is delayed, the City may deduct from the monies due or to become due to the Vendor. The amount shall be sum of $100.00 per calendar day, commencing on the day after the delivery date mutually agreed upon at the time of order. The total sum is not as a forfeit or penalty, but is for liquidated damages. This sum is fixed and agreed upon since the actual damage to the City and to the public will be impossible or very difficult to determine.

3.9 The Fire Apparatus shall comply with the Specifications at the time of delivery. Prior to Acceptance of the Fire Apparatus and payment of the invoice, the City shall inspect the Fire Apparatus against the Specifications. The Fire Apparatus shall meet or exceed all Specifications ("Acceptance"). The Vendor will be given at least 30 calendar days to correct any deficiencies in the apparatus. If payment discounts are elected for any fire apparatus purchases, those payment terms will override the terms in the multiple year contract.

3.10 Either party, with 30 days written notice, may cancel this Agreement. Once an order is placed for an Apparatus the order may be cancelled by the City within sixty (60) calendar days without penalty. If an Apparatus has been on order for more than sixty (60) calendar days, the order may be cancelled without penalty by mutual agreement or a negotiated settlement based on the manufacturer's costs incurred. Orders that are not cancelled shall be subject to the terms of this agreement, regardless of delivery date.

All orders shall be deemed cancelled at the time this Agreement is cancelled unless the City establishes the contrary through a specific writing.

3.11 Contractor shall maintain insurance coverage for liability risks normally associated with the goods and materials and/or services covered by the contract.

- The Contractor can utilize any combination of primary, excess and/or umbrella liability policies to meet the following limits throughout the Term of this Agreement:

  Commercial General Liability Occurrence Form LX9641 (02/11):
  - $1,000,000 Each occurrence Bodily Injury and Property Damage Liability
  - $1,000,000 Products/Completed Operations Aggregate
  - $5,000,000 General Aggregate
  - $1,000,000 Personal and Advertising Injury

  Commercial Umbrella Liability Coverage Occurrence Form LX9799 (10-05):
  - Each Occurrence: $25,000,000
  - Products & Completed Operations Aggregate: $25,000,000
  - General Aggregate: $25,000,000

  Commercial Umbrella policy is on a follows form basis.

- The City, its Mayor and City Council, appointed boards and commissions, officials, officers and employees, individually and collectively, shall be included as Additional Insured-Designated Person or Organization for General Liability subject to policy term, conditions and exclusions.
- The Vendor shall maintain the following Commercial Automobile Liability Coverage: $1,000,000 Each Accident Bodily Injury and Property Damage Combined Single Limit.
- The Contractor shall maintain Worker' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate), and all applicable endorsements.

Contractor's General Liability insurance coverage shall be primary. Certificate of insurance will provide the following: All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

3.12 Fire Apparatus and replacement parts shall be delivered to:

City of Mesa
Fire Resources
6935 E. Decatur
Mesa, AZ 85207

4. TERM

The term of this Master Purchase Agreement shall be five (5) years from its execution with the option of a three (3) year renewal, subject to the approval of the Mesa City Council. Both parties must agree in writing to renew the contract. Orders placed before expiration of and pursuant to this Agreement shall be subject to the terms of this Agreement, regardless of the delivery date.

5. PRICE ADJUSTMENTS

The City reserves the right to purchase additional Apparatus based on previous proposals from this Agreement in future fiscal years. Requests for adjustment shall be capped and not to exceed 4% or the PPI, whichever is lower based on the original contracted rate. If the City agrees to the adjusted price terms, City shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index for PCU3361203361202 Heavy Duty Truck Manufacturing: Trucks, Truck Tractors, and Bus Chassis (chassis of Own Manufacture) 33,001 Lb or More.

Any future Drivetrain Compohent (engine, transmission, axles, etc.) changes required by regulatory agencies (i.e. NFPA, DOT, EPA, etc.) will be provided at additional costs. The Vendor shall document and notify the City of the charges for any of these specific Drivetrain Components at the current price including the contracted customer discount ranging from 3-4% off the current being offered by Pierce Manufacturing, Inc. at that time.

6. CONTRACT DOCUMENTS

The term "Contract Documents" means the documents compromising this Agreement of the parties. The Contract Documents shall always consist of the following documents:

A. This Agreement (including Exhibit A – Anticipated Fire Apparatus Purchase Schedule and Exhibit B – Mesa Standard Terms and Conditions)

B. Each Fire Apparatus purchase will also be subject to its own Specifications and Vendor proposal that are to be interpreted consistently with this Agreement

In the event of any conflict of inconsistency among the Contract Documents, said conflict of inconsistency shall be resolved by giving precedence to the documents in the order in which they appear above, unless the terms in lower ordered documents are agreed to by both parties in writing.

7. NOTICES

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made shall be in writing and shall be given or made a personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Mesa, Arizona
Attn: Ed Quedens, Business Services Director
PO Box 1466
Mesa, AZ 85211-1466

City of Mesa, Arizona
Attn: Fire Chief Harry Beck
PO Box 1466
Mesa, AZ 85211-1466

Pierce Manufacturing, Inc.
Attn:
Title:
2600 American Drive
Appleton, WI 54914

Hughes Fire Equipment, Inc.
Attn: Rex Hughes
910 Shelley Street
Springfield, OR 97477

8. SEVERABILITY

In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement [or other document type] in triplicate originals on the day and year first above written.

PIERCE MANUFACTURING
A Wisconsin Corporation

By: _____
[Printed/Typed Name]
[Title] David J. Stofel
Sr. Manager, Order Management

RECOMMENDED BY:

By: _____
Harry Beckt
Fire Chief

APPROVED AS TO FORM:

By: _____
Jacqueline Ganier
Assistant City Attorney

CITY OF MESA, ARIZONA
An Arizona Municipal Corporation

By: _____
Edward Quedens
Business Services Director

EXHIBIT A – ANTICIPATED FIRE APPARATUS PURCHASE SCHEDULE

EXHIBIT B – MESA STANDARD TERMS AND CONDITIONS

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace 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 shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

(i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.

S.16 **DEFAULT.**

a. A party shall be in default if that party:

(i) Is or 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 capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;

(iii) Conducts business in an unethical or illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as

provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party shall be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.20 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.

S.21 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.

S.22 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.

S.23 **INDEMNIFICATION/LIABILITY.**

a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.24 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

S.25 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.26 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.

S.27 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.

S.28 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.29 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.30 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.

S.31 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

S.32 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.

S.33 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.34 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything

provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.35 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.36 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.37 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.38 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.39 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

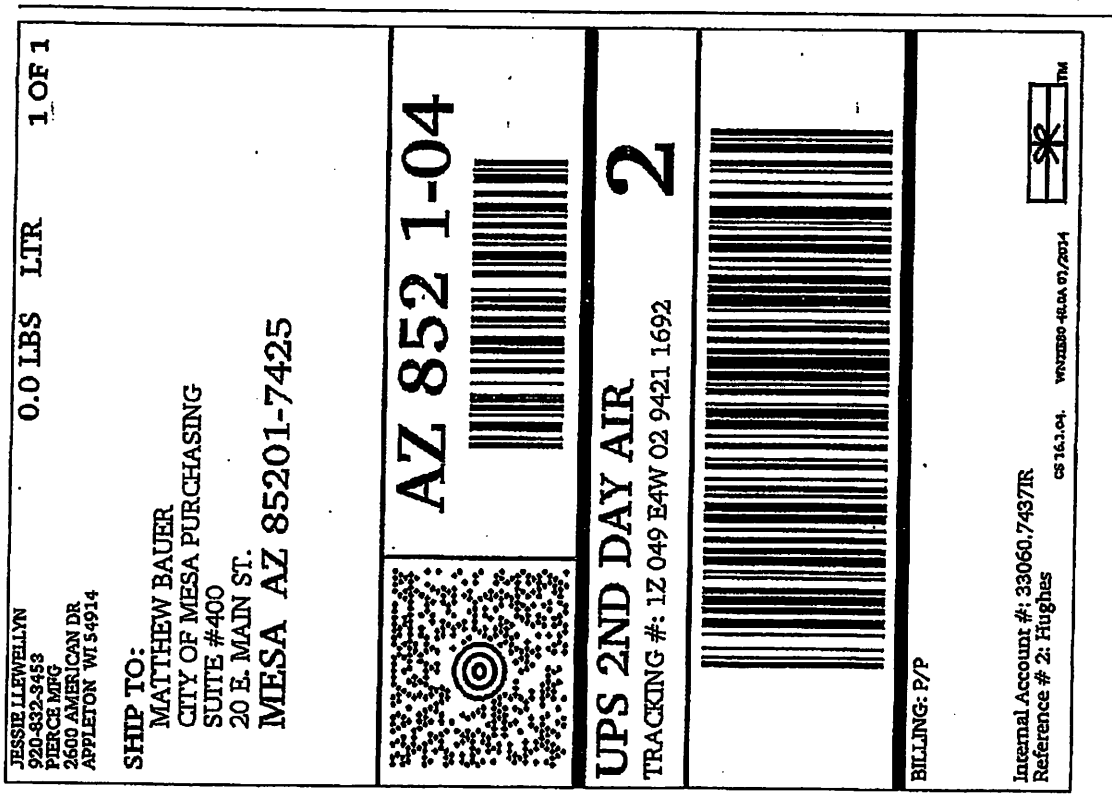
2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**

   UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
   Hand the package to any UPS driver in your area.
   Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

   Customers with a Daily Pickup
   Your driver will pickup your shipment(s) as usual.

FOLD HERE



6. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Jessica Huleatt, Customer Service Manager

Date: 06/08/2021

Meeting Date: 07/06/2021

TITLE:

Consideration and Approval of Contract: Water Loading Station Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Water Loading Station Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc., in the amount of $73,528.97, plus applicable tax, $6,000.00 annually for software maintenance, and time and materials for hardware maintenance; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff is seeking Council approval of a Water Loading Station Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc. (Flowpoint) for replacement of water load out station equipment and annual maintenance. The City currently operates seven water load out stations in five locations, four are potable water and three are reclaimed water. Existing equipment has become obsolete and is very difficult to find replacement parts. The upgraded system will include the functions previously offered to our customer plus the added ability to make purchases through a website 24 hours a day. Flowpoint provided the lowest cost solution which includes a three-year warranty.

On December 16, 2020, Procurement issued a Request for Proposals for Water Load Stations which closed to bids on January 14, 2021. Three firms made proposal submissions. Proposals were evaluated and scored and the two top scoring firms tied. Interviews were conducted and scored with the top two firms. Procurement began discussions with the top scoring firm (AquaFlow) and requested a 'Best and Final Offer' (BAFO). The BAFO was not in the best interest of the City and an agreement was not successful. Purchasing then began discussions with the 2nd firm (Flowpoint) and requested a BAFO. The offer was in the best interest of the City and an agreement was accepted. See scoring tables below:

Written Evaluation Scores

Aquaflow	596
EleMech	566
Flowpoint	596

Interview Evaluation Scores

Aquaflow	1105
Flowpoint	1078

Financial Impact:

Funding for the equipment replacement is funded by Water Services Funds. The equipment budget has $60,000 that will be carried forward to the FY 2021-2022 budget and the remaining amount will utilize reserve funds. The annual maintenance is budgeted in the Revenue Section of the General Fund.

Policy Impact:

None

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

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

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

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the Water Installation and Maintenance Contract with Flowpoint Environmental Systems, Inc.
- Do not approve the contract with Flowpoint Environmental Systems, Inc., and provide staff direction. Not approving the contract will allow the loading stations to operate with outdated equipment which may cause extended outages at water hauling locations.

Background/History:

The City of Flagstaff has five water hauling locations which include for four potable water and three reclaimed water points around the City. The water is for personal and commercial use. The City serves approximately 1,230 customers: 1,100 potable and 130 reclaimed.

To obtain access to water from a water loading station, customers must apply for an account with City of Flagstaff Customer Service. Reclaimed accounts require additional approval from Water Services. Once processed, the customer is given an account number and pin for access to the station. Customers can make payments via an automated phone system, online, mail, or in person at City Hall. Payments are currently manually posted to the customer's account by staff. Customers may view their current balance at the pin pad at each station.

City staff oversees the operations of the loading stations, serving as the first responder for operational problems, pin pad issues, and customer complaints. Maintenance services are provided by City staff.

Existing technology was installed in 2012, and warrantied for five years. Since then, parts have been replaced and installed as needed by staff. An update to the software was completed in 2014 to add additional customer capacity. Pin pad replacements are no longer manufactured or supported and have become increasingly difficult to locate.

A total of three proposals were received and evaluated by a committee comprised of City staff from Information Technology, Water Services, Management Services and Customer Service. Two companies received identical scoring totals from the review committee and moved forward to the interview process. After completing interviews, AquaFlow Int'l, Inc. (AquaFlow) received a slightly higher score from the

review committee. Purchasing staff reached out to AquaFlow for discussions and for a best and final offer to reduce the equipment costs and extend the warranty period from one year to three years. AquaFlow was not willing to change their proposal in these areas. Due to the cost difference and the amount budgeted for this equipment replacement, staff requested to move forward discussions with Flowpoint. The cost of the Flowpoint equipment was approximately $66,000 less than AquaFlow and has a three-year warranty included. Due to budgetary constraints and an improved warranty, staff selected Flowpoint for the contract to upgrade of the water load out station.

Community Benefits and Considerations:

Water load station customers will benefit from the following:

- Overall improvement to current system
- Ability to view account balance online
- Ability to make payments online with nearly instant access to water at station (current system payments only post during business hours)
- Current pin and account numbers will transfer into new system with no action needed from customer
- Improved overall efficiency of account set up

Community Involvement:

Prior to drafting Request for Proposals, staff engaged water hauler customers with a survey. Over 100 haulers responded. Most expressed current technology meets their needs, however ability to view account balances and make after hours payments were noted as top requested features of a future system. The new system will provide this service to customers.

Attachments: Flowpoint Contract
Scope of Work
Potable Water Station Map
Reclaimed Water Station Map

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-32

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Flowpoint Environmental Systems, Inc. ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Water Loading Station Installation and Maintenance

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed Seventy-Three Thousand Five Hundred Twenty-Eight Dollars and Ninety Seven Cents **($73,528.97)**. Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated 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, set forth in *Exhibit C.*

5. Contract Term: The Contract shall be effective as of the date signed by both parties and shall be completed within one (1) year from notice to proceed.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Brian Eilerts	Jay Morrison
Senior Procurement Specialist	Vice President
City of Flagstaff	Flowpoint Environmental Systems, Inc.
211 W. Aspen Avenue	191 University Blvd., Suite 467
Flagstaff, AZ 86001	Denver, CO 80206-4613
Brian.eilerts@flagstaffaz.gov	jmorrison@flowpointsystems.com

With a copy to:
Jessica Huleatt
Customer Service Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
Jessica.huleatt@flagstaffaz.gov

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

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2021

EXHIBIT A

SCOPE OF WORK

(Attached)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** At Contractor's expense, Contractor 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.

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 CONTRACT: 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 to 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.

67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

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:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2021-73
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 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.

191 University Blvd. Unit #467
Denver, Colorado
80206-4613

June 10, 2021

City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

ATTN: Liane Garcia, Buyer

RE: Final Scope of Work – Requests For Proposals (RFP) 2021-32

As per our proposal dated January 28, 2021, Flowpoint Environmental Systems Inc., we are pleased to offer the City of Flagstaff the following Scope of Work:

- Supply and Install Upgraded PLC / HMI at the following 7 bulk water dispensing stations located in Flagstaff, AZ: Commercial (2), Wildcat, Bonito, Mary Lake, Rio de Flag (2) on a mutually agreed upon schedule and order.
- 1 spare programmed PLC and 3 spare programmed keypads
- Three years Flowpoint Manufacturer's Parts Warranty (as detailed in Proposal)
- Database conversion from SQL database housed on Flagstaff Servers to Cloud Based Microsoft Azure database
- One day on site for software training (coordinated with installation date)
- One-year prepaid cloud service subscription (starts after all the stations are up and running)
- Subscription costs after the first year are $500/month invoiced monthly or $5,400/year if prepaid annually (10% discount).

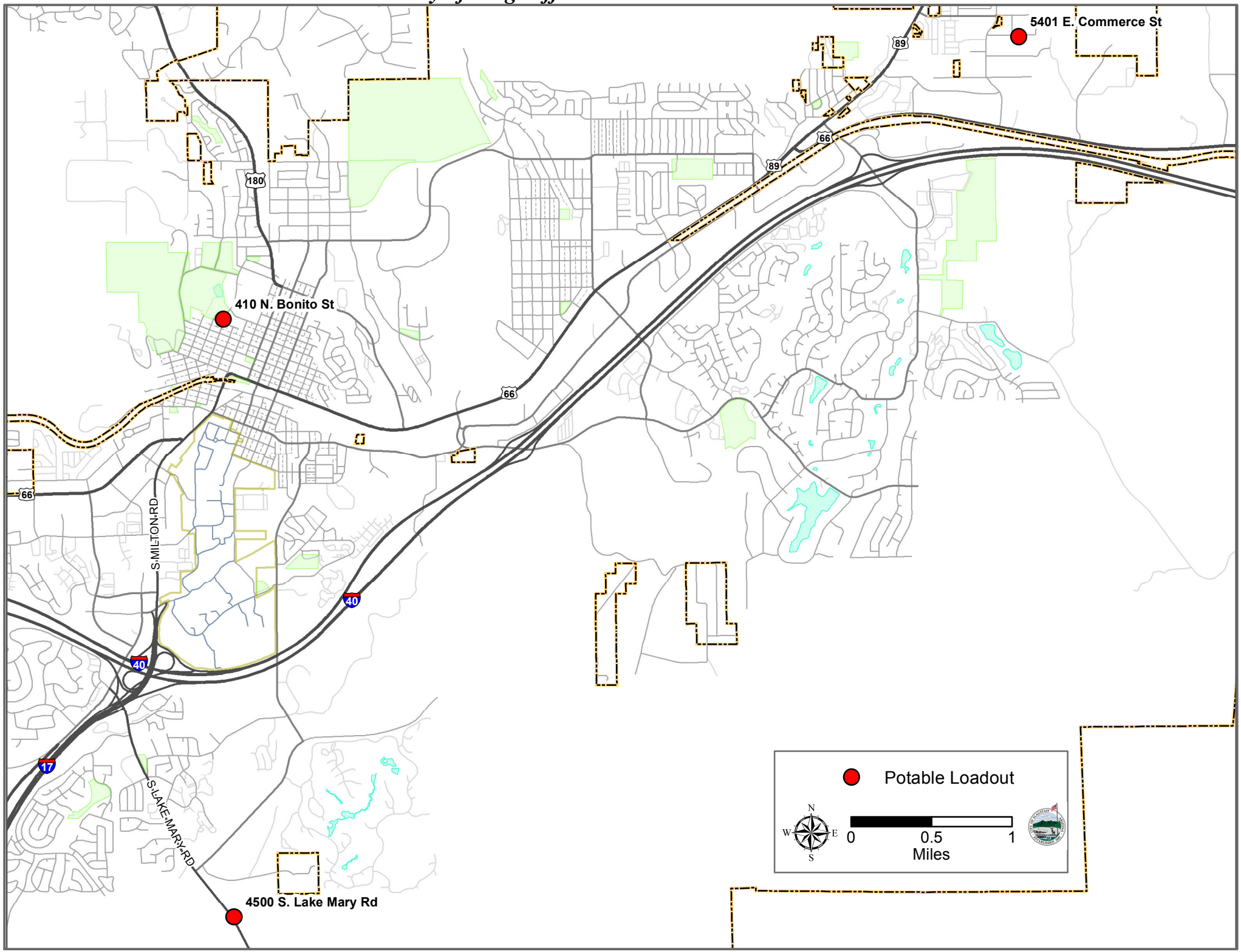
The price for the above scope of supply, as per our proposal is $73,528.97. ***Each station*** will need to be equipped with Internet or a cellular device configured with a public / static IP address ***PRIOR*** to the mutually agreed upon installation date. We will also need to have a Point and Pay contact that we can work with to coordinate integration as soon as possible. Flowpoint requires *at least 3 weeks' notice* from signed contract or issuance of Purchase Order to book installation and to coordinate parts, programming, and database conversion.

Please feel free to contact me at your convenience if you require any clarification. We are excited to continue to work with the City of Flagstaff supporting their bulk water dispensing program.

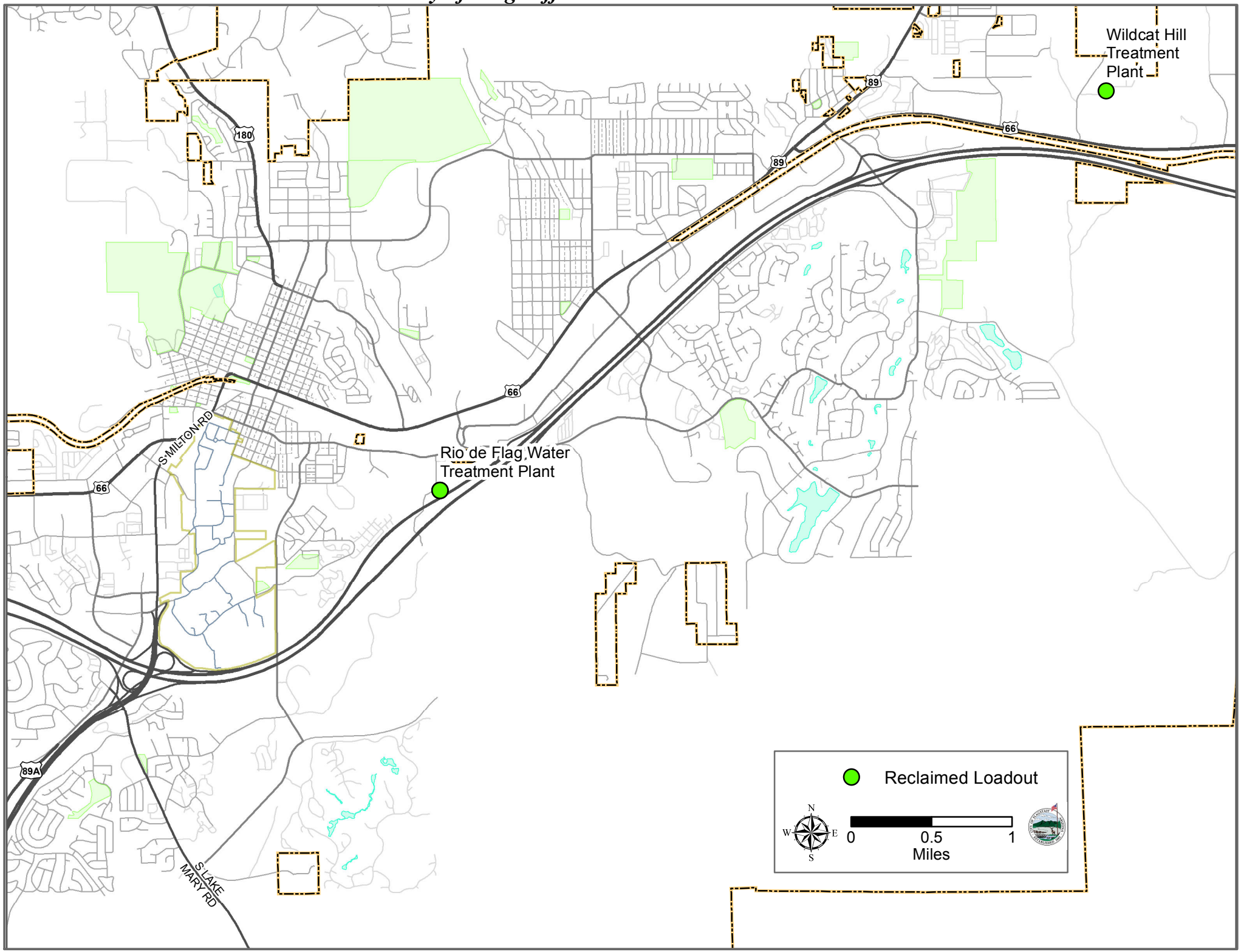
Respectfully,

Jay Morrison, Vice President

----------City of Flagstaff - Potable Water Loadouts



----------City of Flagstaff - Reclaimed Water Loadouts



6. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Eli Reisner
Date:	05/25/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of the Cooperative Purchase Contract: Beta Public Relations, LLC in the amount of $55,807.24 for public outreach services during the construction of the Coconino Estates Improvements Phase II Project.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Beta Public Relations, LLC in the amount of $55,807.24 and a contract duration of 540-calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends the approval and award of the Cooperative Purchase Contract (Contract) with Beta Public Relations, LLC (Beta PR) in the amount of $55,807.24, which will authorize the public outreach services during the construction of the Coconino Estates Improvements Phase II Project (the Project). Beta PR's Contract was procured by the City of Flagstaff through the use of a cooperative purchase contract with City of Prescott. Beta PR's public outreach services will help to inform residents adjacent to the Project and the surrounding neighborhood on construction activities, road closures, and schedule during the construction of the Project as they have successfully done on the Coconino Estates Improvements Phase I Project and during the design of the Coconino Estates Improvements Phase II Project.

The Construction Contract for the Project was awarded by Council at the May 18, 2021, Council Meeting to Standard Construction Company. The Project can be generally described as a utility and roadway improvements Project in the Coconino Estates neighborhood with multiple funding sources including the Road Repair and Street Safety Program, the Aging Water Infrastructure Replacement Program, and the Aging Sewer Infrastructure Replacement Program. These three funding sources will also fund Beta PR's Contract. The Project has limits that can be seen in the attached context and vicinity maps. Construction started on June 21, 2021. Beta PR's 540-calendar day Contract duration will cover the span of the two-construction season Project that is anticipated to be complete in fall 2022.

Financial Impact:

The Project and Beta PR's Contract are funded by three funding sources consisting of a portion of the Road Repair and Street Safety Program (RR&SS) - Coconino Estates total appropriations of $13,525,191 for FY21 and FY 22 in Account (046-05-116-3371-6), the Aging Water Infrastructure Replacement Program (AWIR) total appropriations of $3,400,000 for FY22 and FY 23 in Account (202-08-370-3157-0), and the Aging Sewer Infrastructure Replacement Program (ASIR) total appropriations of $900,000 for FY22 in Account (203-08-375-3220-0).

Policy Impact:

No impact.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

Serve the public by providing high quality customer service.

Regional Plan

Goal WR.2.

Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Policy WR.2.2.

Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Goal T.8.

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

Policy T.8.6.

Maintain the City's street infrastructure in a cost-effective manner to ensure the safety and convenience of all users.

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 and adopted the Road Repair and Street Safety – Utility Replacements and Overlays – Coconino Estates, Aging Water Infrastructure Replacement, and Aging Sewer Infrastructure Replacement FY 2021 budgets.
- Council approved the Engineering Professional Services Contract for the design of the Project at the November 19, 2019, Council Meeting.
- Council approved the Construction Contract for the Project at the May 18, 2021, Council Meeting to Standard Construction Company.

Options and Alternatives:

1. Approve the award as recommended; or
2. Reject approval of the award as recommended. This action would eliminate any contracted public outreach services during the construction of the Project.

Background/History:

Beta PR has been successfully providing their public outreach services during the design and construction of Coconino Estates Improvements Phase I Project.

Beta PR provided public outreach services during the design of the Coconino Estates Improvements Phase II Project including assisting the City with the development of a Project Website, creating and distributing mailers, creating and posting a Project Presentation video in leu of a public open house, creating and hosting a hotline, and compiling a contact information database.

Purchasing staff reviewed the cooperative purchase contract and amendment between Beta PR and the City of Prescott to confirm the validity of the term and conditions. This cooperative purchase contract conforms with City procurement rules. Purchasing staff worked with contractor to develop the attached Contract.

Key Considerations:

Beta PR's Contract has been procured by the City of Flagstaff through the City of Prescott's cooperative purchase contract (aka Piggy-Back), which allows other governmental agencies to utilize the City of Prescott and Beta PR's current On-Call Professional Services Contract to procure services from Beta PR.

Beta PR's public outreach services will help to inform residents adjacent to the Project and the surrounding neighborhood on construction activities, road closures, and schedule during the construction of the Project. Beta PR will host a project hotline and email address, mail and hand deliver project fliers, update the Project website, compile a contact information database, and develop and distribute emailed weekly updates.

Expanded Financial Considerations:

The Project is funded by three funding sources consisting of $4,700,000 of the Road Repair and Street Safety Program (RR&SS) - Coconino Estates total appropriations of $13,525,191 for FY21 and FY 22 in Account (046-05-116-3371-6), the Aging Water Infrastructure Replacement Program (AWIR) total appropriations of $3,400,000 for FY22 and FY 23 in Account (202-08-370-3157-0), and the Aging Sewer Infrastructure Replacement Program (ASIR) total appropriations of $900,000 for FY22 in Account (203-08-375-3220-0).

Beta PR's $55,807.24 Contract will be funded by the three funding sources listed above with the contributions from each as follows:
RR&SS contribution = $29,019.77
AWIR contribution = $21,206.75
ASIR contribution = $5,580.72

Community Benefits and Considerations:

Beta PR's public outreach services will help to inform residents adjacent to the Project and the surrounding neighborhood on construction activities, road closures, and schedule during the construction of the Project.

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.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety.

- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- In October 2020, Beta PR, on behalf of the City, sent an Upcoming Project Notice that included information on how to view a virtual project presentation located on the Project Website at www.coconinoestates.com, a project hotline number, and how to sign up to receive regular project updates by email.
- Beta PR established and will maintain the project hotline 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.
- Beta PR gathered contact information to create a data base to electronically distribute eNews articles to interested parties with Project updates and information throughout the duration of the Project.
- Weekly updates consisting of schedule, sequence, and impacts will be provided through construction to residence that sign up to receive them.
- Staff met with several individual property owners during design and will continue to do so throughout construction.
- Construction Notices will be sent to the residents adjacent to and in the area surrounding the Project prior to the start of construction.
- The Project Website will be updated to keep the Public informed during construction.

Expanded Options and Alternatives:

1. Approve the award as recommended; or
2. Reject approval of the award as recommended. This action would eliminate any public outreach services during the construction of the Project.

Attachments:

Coop Contract
Beta PR Contract
Coop Extension
Coconino Estates Improvements Phase II Context Map
Coconino Estates Improvements Phase II Vicinity Map

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-121

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 Beta Public Relations, LLC., an Arizona Limited Liability Company, ("Contractor").

RECITALS:

A. Contractor has a Cooperative Purchasing Agreement (#2019-001) – procured by the City of Prescott, Arizona 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:

Coconino Estates Project Phase II - Public Involvement Services

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 and/or *Exhibit A*, the Scope of Work, attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed fifty-five thousand eight hundred seven dollars and twenty four cents **($55,807.24) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract and the accompanying Scope of Work and Pricing Proposal.

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, as attached to the Agency Contract in the Certificates of Insurance, shall apply, including any requirement to name the City as an additional insured.

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
SCOPE OF WORK

Price: "Per Purchase Order" and "Scope of Work"

Specifications: "Per Purchase Order" and "Scope of Work"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order" and "Scope of Work"

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Attach:

May 21, 2021 Scope of Work and Estimate for Public Involvement Services

EXHIBIT B
AGENCY CONTRACT

City of Prescott. Arizona Cooperative Purchasing Agreement (#2019-001) – procured by the City of Prescott, Arizona.

CITY OF PRESCOTT
Everybody's Hometown

Professional Services Agreement

FY19-24 Public Works On-Call Professional Services
Contract No. 2019-001

WHEREAS, the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with State Law; and

WHEREAS, Beta Public Relations, LLC (hereinafter referred to as "Professional"), has expertise in providing public relations services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the above listed services to the City in relation to the FY19-24 Public Works On-Call Professional Services Project as indicated in Exhibit "A" (Request for Statements of Qualifications, Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott Public Works Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be three (3) years commencing July 1, 2018 and ending June 30, 2021, with consideration for renewal up to two (2) additional one (1) year periods by mutual agreement.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director City of Prescott 433 N. Virginia Street Prescott, Arizona 86301	Beta Public Relations, LLC 495 S. River Run Road, Suite 104 Flagstaff, Arizona 86001

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

12. (A) The City shall pay to Professional an amount not to exceed twenty five thousand dollars and no cents ($25,000.00) annually for all service categories specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

    (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or sub-contractors retained by the Professional.

    (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

    (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the

City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

14. This Agreement shall be construed under the laws of the State of Arizona.

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. Subject to the limitations of A. R. S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its

agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

    (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

    (C) In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Public Works Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

    (D) Payment for any change ordered by the Public Works Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

    (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

    (F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Public Works Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Public Works Director and in the absence of such Contract Amendment or other written order of the Public Works Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All Contract Amendments must be approved by the Public Works Director. Contract Amendments over $25,000.00 must be approved by City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

General Aggregate	$ 2,000,000
Products – Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Professional Liability (Errors and Omissions Liability)

Each Claim	$ 1,000,000
Annual Aggregate	$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional 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 at the time work under this contract is completed.

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

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk

Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional 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 Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional 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 Professional and any of Sub-contractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with 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, Subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this 13 day of July, 2018.

City of Prescott, a municipal corporation:

Greg L. Mengarelli, Mayor

PROFESSIONAL:

Beta Public Relations, LLC

By: BRYCE SNYDER

Title: PRINCIPAL

ATTEST:

Maureen Scott, City Clerk

APPROVED AS TO FORM:

Jon M. Paladini, City Attorney

MATTHEW PODRACKY, PUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John E Creps III CIC	
JOHN CREPS INSURANCE AGENCY 2717 North Steves Blvd #4 Flagstaff, AZ 86004	PHONE (A/C, No, Ext): (928)526-4040	FAX (A/C, No): (928)526-4060
	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 10,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
			N						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional for commercial general liability utilizing form (BP 0448 07 13).
Contract #: 2019-001
Public Relation Services

CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John E Creps III CIC	
JOHN CREPS INSURANCE AGENCY 2717 North Steves Blvd #4 Flagstaff, AZ 86004	PHONE (A/C, No, Ext): (928)526-4040	FAX (A/C, No): (928)526-4060
	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N				EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	KWC1134757	7/28/2018	7/28/2019	[X] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
			N						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Contract #: 2019-001

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CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

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BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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A. The following is added to Paragraph **C. Who Is An Insured:**

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However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
			N					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional for commercial general liability utilizing form (BP 0448 07 13).

Contract #: 2019-001

Public Relation Services

CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John E Creps III	
JOHN CREPS INSURANCE AGENCY 2717 North Steves Blvd #4 Flagstaff, AZ 86004	PHONE (A/C, No, Ext): (928)526-4040	FAX (A/C, No): (928)526-4060
	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D: Markel Insurance Company	38970
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		N	MG851212	7/12/2018	7/12/2019	Occurrence Aggregate Deductible	2,000,000 2,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional for commercial general liability utilizing form (BP 0448 07 13).
Contract #: 2019-001
Public Relation Services

CERTIFICATE HOLDER	CANCELLATION
City of Prescott Public Works Department 433 N Virginia St Prescott, AZ 86301 candace.manibusan@prescott-az.gov	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BOP 0011798 03

BUSINESSOWNERS
BP 04 48 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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City of Prescott
Contract Amendment No. One
Project Name FY19-24 Public Works On-Call Professional Services
Contractor: Beta Public Relations, LLC
Contract No: 2019-001
Account No(s): Various
March 3, 2021

Purpose of Amendment:

The purpose of this amendment is to:

a) Extend the contract term one additional year, from an original expiration date of June 30, 2021 to a new expiration date of June 30, 2022.

b) To add the following cooperative clause;

Cooperative Use of Contract (aka Piggy-Back Clause). This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the City under this contract. Any such action is subject to legal and contractual remedies available to the City including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. The City shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold the City harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

The following changes shall be made to the Contract Documents:

Add cooperative clause to contract and extend the term one additional year.

Summary of Changes In Contract:

		Contract Amount
Original Annual Contract Amount		$ 25,000.00
Net Change this Amendment		$ -
Amended Contract		$ 25,000.00
Original Expiration Date	June 30, 2021	
Amended Expiration Date	June 30, 2022	

Accepted by: _____ March 11, 2021
Beta Public Relations, LLC — Date

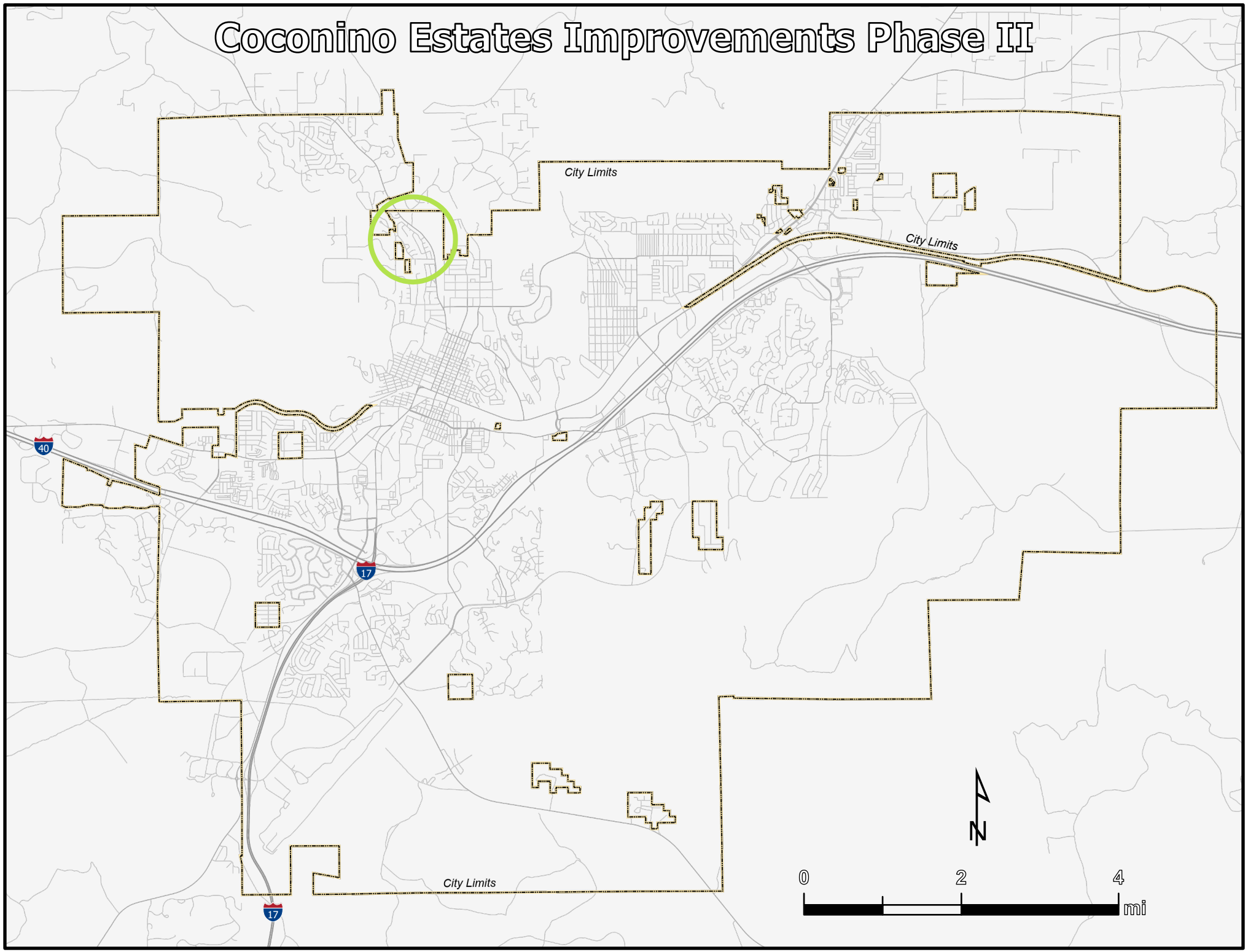
Approved by: Craig Dotseth 3/12/2021
Craig Dotseth, Public Works Director — Date

Attest: Sarah M. Siep 3/12/2021
Sarah Siep, City Clerk — Date

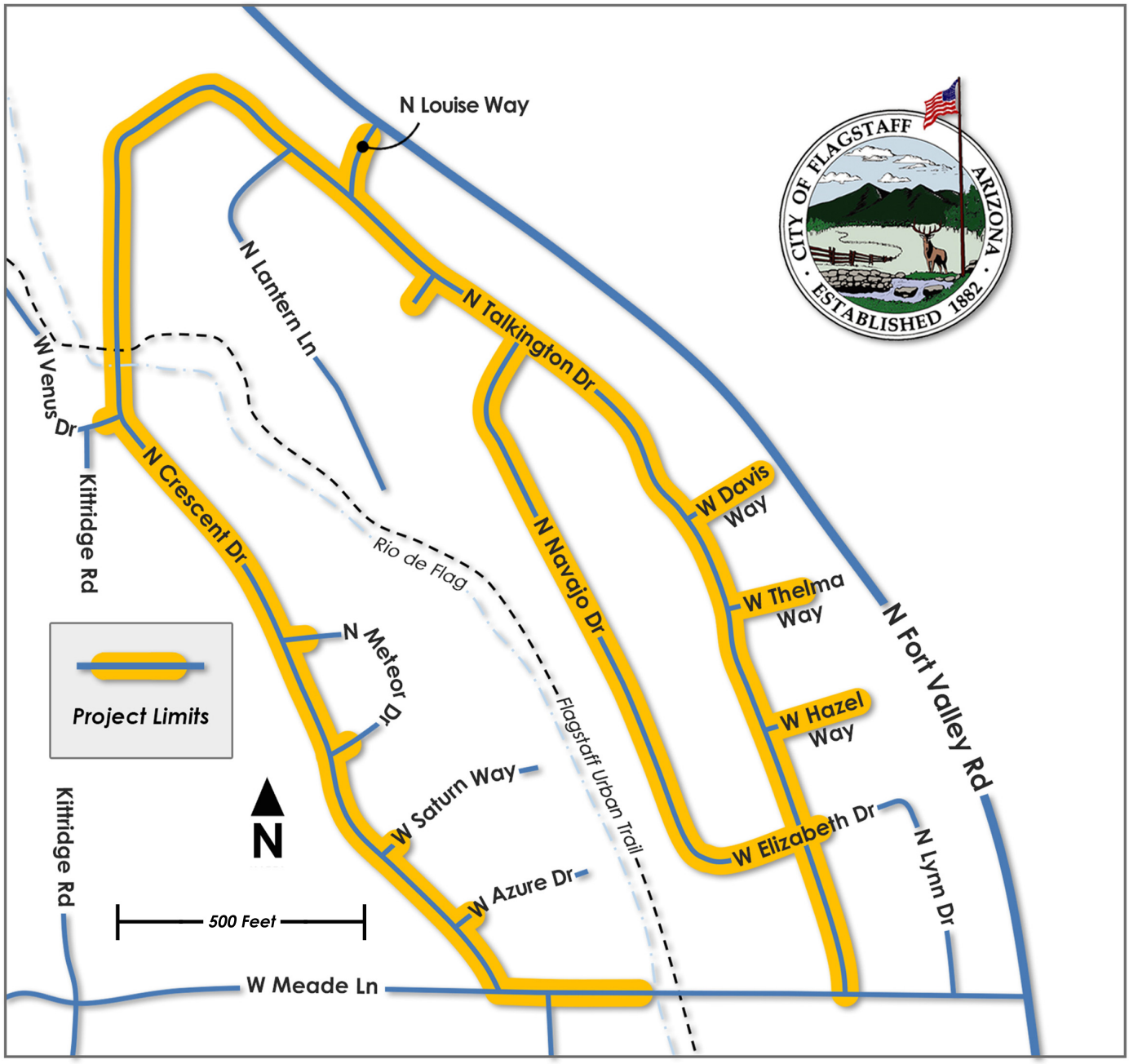
Approved as to Form: Jon M. Paladini 3/12/21
Jon M. Paladini, City Attorney — Date

Copy to: City Clerk
Public Works

Coconino Estates Improvements Phase II



Coconino Estates Improvements Phase II
Vicinity Map



6. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Planning Development Manager
Date:	06/07/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Final Plat: Case No. PZ-15-00115-17, VP 66 & Woody Mountain, LLC requests Final Plat approval for Timber Sky Phase 2 Final Block Plat, a subdivision consisting of six (6) blocks, three (3) tracts, and rights-of-way on 120 acres, located at 3425 W Route 66 in the R1, Single-Family Residential zone, the MR, Medium Density Residential zone and Public Open Space (POS) zone.

STAFF RECOMMENDED ACTION:

Approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

This is a request for final plat approval for six (6) blocks, three (3) tracts, and rights-of-way on 120 acres. Block plats create parcels of land for future development. Specific development proposals for each block will follow as either a subdivision plat reviewed by Council or as a site plan review, which is administratively reviewed by the Inter-Division Staff (IDS) team. See sheet 1 of the final block plat attachment for the Vicinity Map.

Financial Impact:

No financial liabilities are anticipated by approval of this plat.

Policy Impact:

There are no policy impacts affiliated with this final plat.

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

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy

Regional Plan

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy WR.4.3 Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

On November 15, 2016, the City Council approved an Annexation, a Concept Zoning Map Amendment and Preliminary Block Plat for the proposed Timber Sky development. The Phase 1 Final Block Plat was approved on August 15, 2017. Since that time 3 blocks within Phase 1 have been platted into single-family home lots and are all currently under construction.

Options and Alternatives:

1. Approve the Final Plat with no conditions.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Timber Sky is a proposed 1,300 residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58-acres. An Annexation, Concept Zoning Map Amendment, and Preliminary Block Plat were approved by City Council on November 15, 2016. Timber Sky was proposed to be developed in four phases. Phase 2 currently incorporates both Phase 2 and Phase 3. This final plat includes Blocks 3B, 7B, 4, 5, and 6. In order to provide access to these blocks, McAllister Ranch Road will be extended from Woody Mountain Road to the roundabout at Alan Clark Way onto the boundary of Phase 4 where a temporary cul-de-sac will be constructed until the road is completed back out to W Route 66. In order to meet required secondary fire apparatus access, blocks 4, 5, and 6 are required to provide access through each block until such time that McAllister Ranch Road is completed out to W Route 66. These internal connections were also required as part of the Concept Zoning Map Amendment approval.

Key Considerations:

The City Council reviews final plat applications to ensure that the plat meets the requirement of City Code Title 10, Flagstaff Zoning Code; Title 11, General Plans and Subdivision Code; and Title 13, Engineering Design Standards and Specifications. These findings were determined to be met when the Preliminary Plat was approved by Council in 2016.

Community Involvement:

Inform

The subject property's existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of the City Council's review of a final plat.

Attachments: Timber Sky Phase 2 Final Block Plat

PLOTTED: Jun 07, 2021-10:54am

TIMBER SKY
FINAL BLOCK PLAT - PHASE 2
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST
AND SECTION 19, TOWNSHIP 21, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF
COCONINO COUNTY.

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT VP 66 & WOODY MOUNTAIN, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), ["GRANTOR" OR "OWNER"], HAS SUBDIVIDED UNDER THE NAME TIMBER SKY, A SUBDIVISION LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, AND SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT O FTIMBER SKY AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE:

1. ALL PUBLIC RIGHTS-OF-WAY (ROW) SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
2. PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.
3. TEMPORARY CUL-DE-SAC EASEMENT FOR PUBLIC USE, INCLUDING WITHOUT LIMITATION, THE RIGHT OF ACCESS FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, REFUSE COLLECTION, UTILITY, AND OTHER SERVICE PERSONNEL AND VEHICLES. GRANTOR SHALL CONTRUCT AND MAINTAIN THE TEMPORARY CUL-DE-SAC EASEMENT IN ACCORDANCE WITH ENGINEERING STANDARDS FOR HEAVY EQUIPMENT IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE. EASEMENT IS ABANDONED UPON COMPLETION AND ACCEPTANCE OF MCALLISTER RANCH ROAD BETWEEN THE CUL-DE-SAC AND ROUTE 66.
4. DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. CITY IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.
5. DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.
6. FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT (FUTS) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, OF THE FLAGSTAFF URBAN TRAILS SYSTEM, INCLUDING ANY CITY FENCING, WALLS, GRADING, LANDSCAPING, LATERAL AND SUBJACENT SUPPORT, DRAINAGE STRUCTURES AND FACILITIES, SIGNS, OR OTHER FEATURES ASSOCIATED WITH THE TRAIL. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA, UNLESS PERMITTED BY THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES. PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA WITHIN FIVE FEET OF THE EDGE OF THE TRAIL.

GRANTOR HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:

1. ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

GRANTOR HEREBY DEDICATES TO THE TIMBER SKY HOME OWNERS ASSOCIATION (HOA):

1. TRACT 'B' DESIGNATED AS THE COMMUNITY CENTER AS SHOWN HEREON.
2. TRACT 'C' DESIGNATED AS AN OPEN SPACE CORRIDOR: FLAGSTAFF URBAN TRAIL (FUTS), DRAINAGE AND SEWER AS SHOWN HEREON.
3. TRACT 'H' DESIGNATED AS SPACE FOR ENTRY MONUMENTATION AND LANDSCAPE AS SHOWN HEREON.
4. TRACT 'ZZ' DESIGNATED AS SPACE FOR FUTURE McALLISTER RANCH RIGHT-OF-WAY AND FUTURE TIMBER SKY DEVELOPMENT AS SHOWN HEREON.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

A. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
B. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
C. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
D. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
E. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT
THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

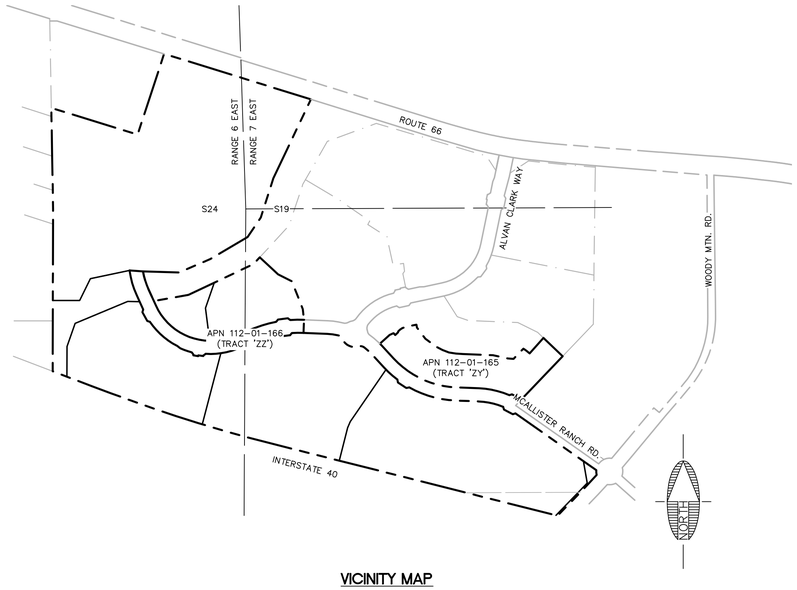
IMPROVEMENTS
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS-OF-WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

INTERIM LIABILITY
VP 66 & WOODY MOUNTAIN, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), ["GRANTOR" OR "OWNER"], DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED ANDFORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY UNTIL THE ACCEPTANCE DATE.

IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS HIS/HER/THEIR NAMES(S) TO BE SIGNED THIS _____ DAY OF _____, 20__.

BY: VP 66 & WOODY MOUNTAIN, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER

BY: _____
MARK ORTMAN, JR.
ITS: MANAGER



VICINITY MAP
N.T.S.

ACKNOWLEDGEMENT

STATE OF ARIZONA
SS.
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED BY SELF TO REPRESENT VP 66 & WOODY MOUNTAIN, LLC, AND THAT HE OR 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

CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, ON THE ___ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE INTER-DIVISION STAFF REVIEW OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE ___ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	MAP	OVERVIEW MAP
3	FP01	FINAL BLOCK PLAT
4	FP02	FINAL BLOCK PLAT
5	FP03	CLOSURE REPORT

CONTROL POINTS

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
1001	NGS 3" BRASS CAP		1524471.1200	767601.1470
1025	CAPPED REBAR RLS#25083		1524992.0760	763271.1750
1022	CAPPED REBAR RLS#18215		1522753.7730	764620.1770
1018	CAPPED REBAR LS#21061		1523210.0090	763279.4670
1000	2" ALUMINUM CAP	7088.834	1523530.5230	765432.8480

SITE BENCHMARK

2" ALUMINUM CAP IN MEDIAN NORTHEAST CORNER ISLAND OF MCALLISTER RANCH ROAD AND ALVAN CLARK WAY ROUNDABOUT
ELEVATION = 7088.834'

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION PER INST. #3810031, AND SUPPLEMENTAL TOPOGRAPHIC SURVEY PERFORMED BY SHEPHARD-WESNITZER, INC. IN NOVEMBER 2020.

BASIS OF BEARING

NORTH 89-47-14 EAST, 2555.77' FROM THE NORTHWEST QUARTER CORNER OF SECTION 19 TO THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE INST. NO. 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

PROPERTY OWNER/DEVELOPER:

VP 66 & WOODY MOUNTAIN, LLC
MARK ORTMAN
2502 E. CAMELBACK ROAD, SUITE 214
PHOENIX, AZ 85016
(602) 459-9929

CIVIL ENGINEER:

SHEPARD-WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774-0354

SURVEYOR:

SHEPARD-WESNITZER, INC.
AARON BORLING, RLS #48756
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774-0354

PROPERTY INFORMATION:

TIMBER SKY PHASE 2
ADDRESS - TBD
FLAGSTAFF, AZ 86001

NUMBER OF BLOCKS: 6
NUMBER OF TRACTS: 3
GROSS AREAGE: ±120.00 ACRES
NET ACREAGE (EXCLUDING ROW): ±116.49 ACRES

APN# 112-01-165 (TRACT 'ZY') (± 7.15 AC)
GROSS ACREAGE: ±7.15 ACRES
NET ACREAGE: ±6.96 ACRES

APN# 112-01-166 (TRACT 'ZZ') (± 112.85 AC)
GROSS ACREAGE: ±112.85 ACRES
NET ACREAGE: ±109.53 ACRES

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE TIMBER SKY HOA WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED HEREON AS "TRACTS" (INCLUDING LANDSCAPED AREAS).
5. ALL LANDSCAPE TRACTS AND LANDSCAPING WITHIN RIGHTS-OF-WAY DEDICATION SHOWN HEREON SHALL BE MAINTAINED BY THE TIMBER SKY HOA. ALL LANDSCAPE AREAS SHALL BE MAINTAINED IN A CLEAN, WEED FREE CONDITION.
6. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT
7. NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS
8. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR TIMBER SKY, OFFICIAL RECORDS OF THE OFFICE OF THE COCONINO COUNTY RECORDER UNDER INST. NO. 3859262, ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.

PHASING REQUIREMENTS

GRANTOR AGREES THAT:

1. PAVED FIRE ACCESS MUST BE PROVIDED THROUGH BLOCK 4 AND BLOCK 5 BEFORE BLOCK 6 CAN BE SUBDIVIDED. A TEMPORARY SECONDARY FIRE APPARATUS ROAD ACCESS EASEMENT GRANTED TO THE CITY OF FLAGSTAFF SHALL BE PROVIDED FOR THE PAVED FIRE ACCESS PRIOR TO THE SUBDIVISION OF BLOCK 6. THE TEMPORARY EASEMENT MAY BE ABANDONED WHEN PERMANENT ROADS ARE DEDICATED WITHIN BLOCKS 4 AND 5 OR ONCE MCALLISTER RANCH ROAD IS COMPLETED TO ROUTE 66.
2. PAVED FIRE ACCESS MUST BE PROVIDED THROUGH BLOCK 4 BEFORE BLOCK 5 CAN BE SUBDIVIDED. A TEMPORARY SECONDARY FIRE APPARATUS ROAD ACCESS EASEMENT GRANTED TO THE CITY OF FLAGSTAFF SHALL BE PROVIDED FOR THE PAVED FIRE ACCESS PRIOR TO THE SUBDIVISION OF BLOCK 5. THE TEMPORARY EASEMENT MAY BE ABANDONED WHEN PERMANENT ROADS ARE DEDICATED WITHIN BLOCK 4 OR ONCE MCALLISTER RANCH ROAD IS COMPLETED TO ROUTE 66.
3. BLOCK 5 MUST PROVIDE A SECONDARY WATER CONNECTION BEFORE BLOCK 6 CAN BE SUB-DIVIDED.
4. A WATER LINE CONNECTION THROUGH BLOCK 7B MUST BE PROVIDED BEFORE BLOCKS 5 OR 6 CAN BE SUB-DIVIDED.

SUMMARY OF TRACTS

1. TRACT 'A' (±9.43 AC) IS DESIGNATED AS OPEN SPACE CORRIDOR: FUTS, DRAINAGE AND SEWER PER INST. NO. 3810031.
2. TRACT 'B' (±2.07 AC) IS DESIGNATED AS THE COMMUNITY CENTER AS SHOWN HEREON.
3. TRACT 'C' (±3.6 AC) IS DESIGNATED AS OPEN SPACE CORRIDOR: FUTS, DRAINAGE AND SEWER AS SHOWN HEREON.
4. TRACTS 'F' (±0.58 AC) AND 'G' (± 0.25 AC) ARE DESIGNATED AS ENTRY MONUMENTATION AND LANDSCAPE PER INST. NO. 3810031.
3. TRACT 'H' (±0.25 AC) ARE DESIGNATED AS ENTRY MONUMENTATION AND LANDSCAPE AS SHOWN HEREON.
4. TRACT 'ZZ' (±44.40 AC) IS DEDICATED AS SPACE FOR FUTURE McALLISTER RANCH RIGHT-OF-WAY AND FUTURE TIMBER SKY DEVELOPMENT AS SHOWN HEREON.

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 12/28/2020
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 12/21/2020
BY: DATE:

CENTURYLINK
KEVIN WAGNERY (BY LETTER) 01/07/2021
BY: DATE:

ALTICE USA
SANFORD YAZZIE (BY LETTER) 12/22/2020
BY: DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT UTILITY CONFLICTS WITH APS, UNISOURCE, CENTURYLINK, AND ALTICE USA; HOWEVER, THEY DO HAVE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED AND/OR RELOCATED.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 112-01-165 (TRACT 'ZY') AND 112-01-166 (TRACT 'ZZ') ACCORDING TO INSTRUMENT NUMBER 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

RESOURCE PRESERVATIONS

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE NATURAL RESOURCE PROTECTION PLAN WITHIN THE CIVIL CONSTRUCTION PLANS BY SWI.

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C-6804G AND 04005C-6812G. THE PROJECT AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THEREFORE, NO BUILDING WILL OCCUR IN A FLOODPLAIN.

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 6/07/21
ARIZONA, U.S.A.
Expires 12/31/22

FLAGSTAFF
ARIZONA

TIMBER SKY PHASE 2

COVER SHEET

JOB NO:	19188.002
DATE:	JUN 21
SCALE:	N/A
DRAWN:	BH
DESIGN:	BH
CHECKED:	KMF/SCI

NO.	DESCRIPTION	DATE	BY
REVISIONS			

Shepard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

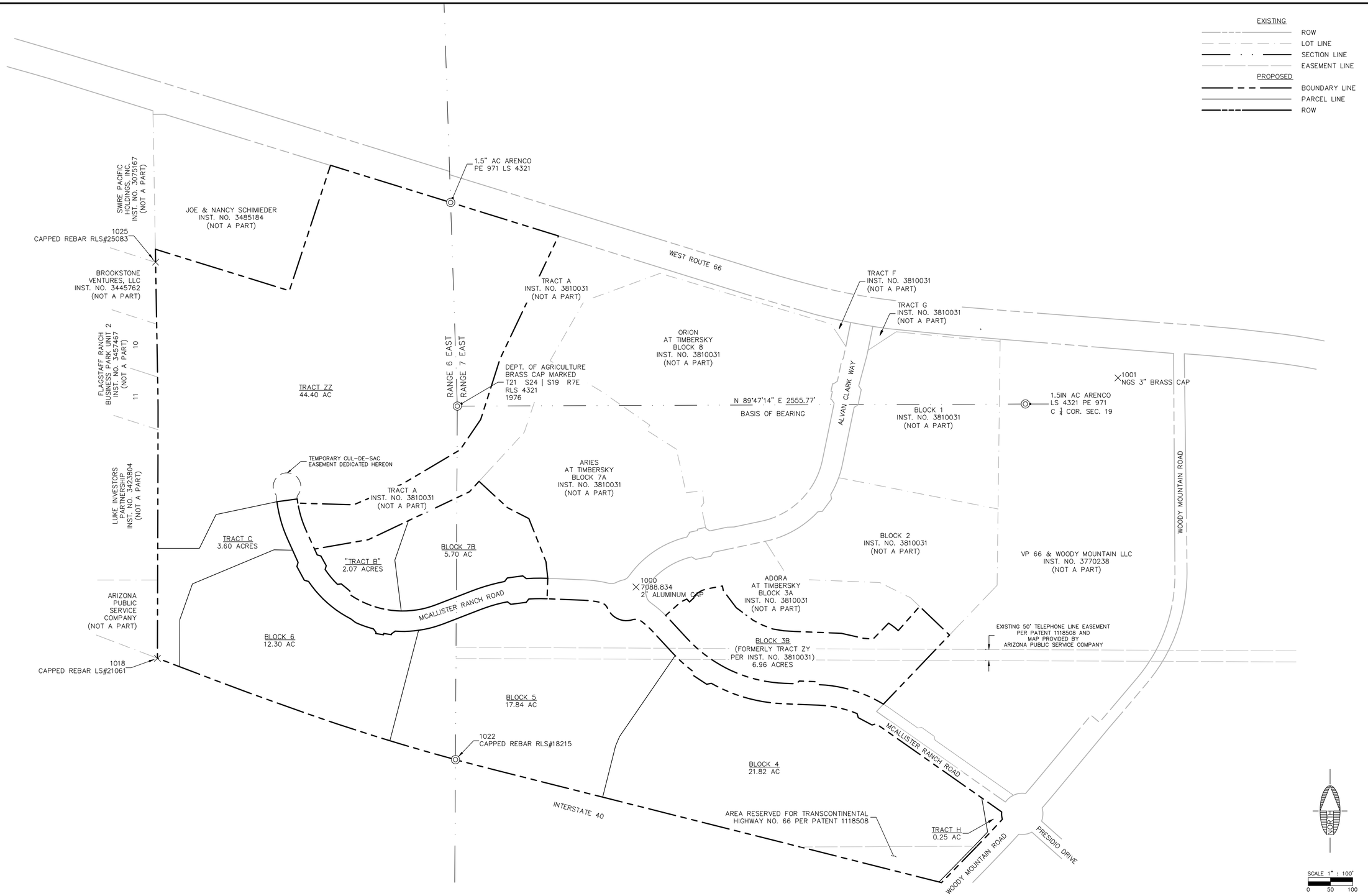
Call at least two full working days before you dig in Arizona!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2019\19188\19188.002\DRAWINGS\PLATS\FINAL\19188 - COVER-FINAL BLOCK PLAT.DWG SIRWIN

PLOTTED: Jun 07, 2021–10:54am



NORTH

SCALE 1" : 100'
0 50 100

CERTIFICATE OF LAND SURVEYOR

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Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR — 48756 — AARON D. BORLING — Date Signed 6/8/21 — ARIZONA, USA — Expires 12/31/22

TIMBER SKY PHASE 2

FLAGSTAFF ARIZONA

OVERVIEW MAP

JOB NO: 19188.002
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BH
CHECKED: KMF/SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
MAP

SHT NO. 2 OF 5

FILE: P:\2019\19188\19188.002\DRAWINGS\PLATS\FINAL\19188 – MAP–FINAL BLOCK PLAT.DWG SRWIN

PLOTTED: Jun 07, 2021-10:54am

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.43	N 52°32'07" W
L2	70.00	S 82°27'53" W
L3	20.43	S 37°27'53" W
L20	19.60	S 16°26'38" W
L21	70.00	S 28°33'22" E
L22	19.82	S 73°33'22" E
L23	19.76	S 35°41'50" E
L24	4.86	S 9°18'10" W
L25	35.00	S 80°41'50" E
L26	6.00	N 9°18'10" E
L27	35.00	S 80°41'50" E
L28	4.00	N 9°18'10" E
L29	20.35	N 54°18'10" E
L30	19.01	N 52°32'07" W
L31	70.00	S 82°27'53" W
L32	19.01	S 37°27'53" W
L33	20.81	N 11°43'14" W
L34	70.00	N 56°43'14" W
L35	20.81	S 78°16'46" W
L36	19.30	N 16°55'33" W
L37	70.00	N 61°55'33" W
L38	19.30	S 73°04'27" W
L45	25.95	S 80°31'24" W
L46	11.76	N 9°28'36" W
L47	14.20	N 69°53'28" W
L48	45.83	N 20°06'32" E
L49	17.19	S 80°31'24" W
L50	23.73	N 20°06'32" E
L51	76.70	N 88°49'21" W
L52	414.60	S 67°19'34" W
L53	187.33	S 19°26'20" W
L54	133.72	S 0°08'31" W

ARIZONA PUBLIC SERVICE COMPANY (NOT A PART)

LUKE INVESTORS PARTNERSHIP INST. NO. 3423804 (NOT A PART)

FLAGSTAFF RANCH BUSINESS PARK UNIT 2 INST. NO. 3457467 (NOT A PART)

BROOKSTONE VENTURES, LLC INST. NO. 3445762 (NOT A PART)

SWIRE PACIFIC HOLDINGS, INC. INST. NO. 3075167 (NOT A PART)

JOE & NANCY SCHIMIEDER INST. NO. 3485184 (NOT A PART)

EXISTING
ROW
LOT LINE
SECTION LINE
EASEMENT LINE

PROPOSED
BOUNDARY LINE
PARCEL LINE
ROW

N 0°08'31" E 494.73'
N 0°08'31" E 637.73'
N 0°51'16" W 132.89'
N 1°03'29" W 237.96'
N 0°59'31" W 278.78'
N 1°00'03" W 58.30'
N 69°11'00" W 106.88'
S 0°08'31" W 211.23'
N 90°00'00" W 187.51'
N 69°11'00" W 187.65'
S 26°15'13" W 169.41'
S 67°19'34" W 367.66'
S 19°26'20" W 171.36'
S 72°48'08" E 631.20'
N 18°08'54" E 593.97'
S 72°48'08" E 565.62'
N 72°43'58" W 598.28'
N 25°27'06" E 610.49'
S 34°10'24" W 164.51'
N 17°43'37" E 288.25'
S 59°22'38" W 383.79'
S 68°52'55" W 236.47'
N 64°39'18" E 30.40'
N 42°41'40" E 63.78'
S 47°18'20" E 175.00'
S 42°41'41" W 146.96'
S 62°57'15" E 102.38'
S 21°57'17" E 209.06'
N 64°39'18" E 199.90'
N50°04'09"E 18.24'
47.61'
N 7°09'31" W 230.60'
N 19°02'42" E 187.78'
S 68°52'11" W 173.89'
S 68°52'11" W 173.89'
S 68°52'11" W 173.89'
N 88°49'21" W 83.68'
S 24°26'07" E 60.25'
N 24°26'07" W 123.99'
N 24°26'07" W 87.98'
S 24°26'07" E 51.57'
S 78°05'42" W 279.72'
S7°18'48"E 7.53'
N 82°18'56" E 92.00'
N7°30'15"W 3.27'
S 24°48'20" E 224.43'
S 9°52'49" E 46.06'
N 88°18'11" W 251.48'
N 80°04'46" E 245.62'
N 84°22'13" E 17.44'
S 50°37'47" E 50.00'
S 5°37'47" E 17.44'
S 16°21'20" W 17.52'
S 28°38'40" E 50.00'
S 73°38'40" E 17.45'
N 24°26'07" W 28.78'
S 52°52'48" E 27.56'
N1°51'12"E 92.00'
S 6°01'14" E 74.65'
N 87°35'48" W 165.82'
N 87°35'48" E 165.82'
L=285.81, R=62.00 Δ=264°07'15"
L=178.63, R=610.92 Δ=16°45'11"
L=165.18, R=565.00 Δ=16°45'03"
L=132.78, R=519.00 Δ=14°39'31"
L=18.95, R=519.00 Δ=2°05'31"
L=20.07, R=134.44 Δ=8°33'05"
L=247.90, R=315.00 Δ=45°05'26"
L=84.41, R=516.50 Δ=9°21'51"
L=105.76, R=511.00 Δ=11°51'31"
L=116.19, R=510.99 Δ=13°01'40"
L=74.65, R=454.69 Δ=9°24'22"
L=43.36, R=45.00 Δ=55°12'10"
L=130.43, R=754.00 Δ=9°54'40"
L=82.31, R=754.00 Δ=6°15'18"
L=96.39, R=846.00 Δ=6°31'41"
L=151.26, R=846.00 Δ=10°14'39"
L=308.59, R=800.00 Δ=22°06'20"
L=257.01, R=651.00 Δ=22°37'03"
L=86.58, R=319.00 Δ=15°33'24"
L=701.65, R=495.00 Δ=81°14'42"
L=244.22, R=449.00 Δ=31°09'37"
L=50.83, R=89.00 Δ=32°43'47"
L=479.51, R=862.18 Δ=31°51'20"
L=539.00, R=967.03 Δ=31°56'03"
L=289.77, R=1110.47 Δ=14°56'56"
513.50' S 14°36'56" W
511.06' S 75°50'27" E

TRACT C
3.60 ACRES

DRAINAGE MAINTENANCE EASEMENT OVER THE ENTIRETY OF TRACT C DEDICATED HEREON

P.U.E. DEDICATED HEREON

EXISTING 20' P.U.E. TO TRACT A LIMITS TO BE ABANDONED HEREON TO TRACT A

TEMPORARY CUL-DE-SAC EASEMENT DEDICATED HEREON

PUBLIC DRAINAGE EASEMENT DEDICATED HEREON

PRIVATE DRAINAGE EASEMENT DEDICATED HEREON

16' PUBLIC DRAINAGE EASEMENT DEDICATED HEREON

FUTS EASEMENT DEDICATED HEREON

EXISTING 20' P.U.E. (INST. NO. 3810031)

EXISTING 50' TELEPHONE LINE EASEMENT PER PATENT 1118508 AND MAP PROVIDED BY ARIZONA PUBLIC SERVICE COMPANY

92' R.O.W. DEDICATED HEREON

EXISTING R.O.W. 92'

CL 20' P.U.E. DEDICATED HEREON

BLOCK 6
12.30 ACRES

TRACT B
2.07 ACRES

BLOCK 7B
5.70 ACRES

BLOCK 5
17.84 ACRES

TRACT ZZ
44.40 AC

TRACT A
INST. NO. 3810031
(NOT A PART)

BLOCK 7A
ARIES AT TIMBERSKY
INST. NO. 3810031
(NOT A PART)

BLOCK 8
ORION AT TIMBERSKY
INST. NO. 3810031
(NOT A PART)

INTERSTATE 40

MCALLISTER RANCH ROAD

WEST ROUTE 66

SECTION LINE

MATCHLINE - SEE SHEET FP02

NORTH

SCALE 1" : 100'
0 50 100

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Date Signed 6/07/21 ARIZONA, U.S.A. Expires 12/31/22

FLAGSTAFF ARIZONA

TIMBER SKY PHASE 2

FINAL BLOCK PLAT

JOB NO:	19188.002
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	KMF/SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shepard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

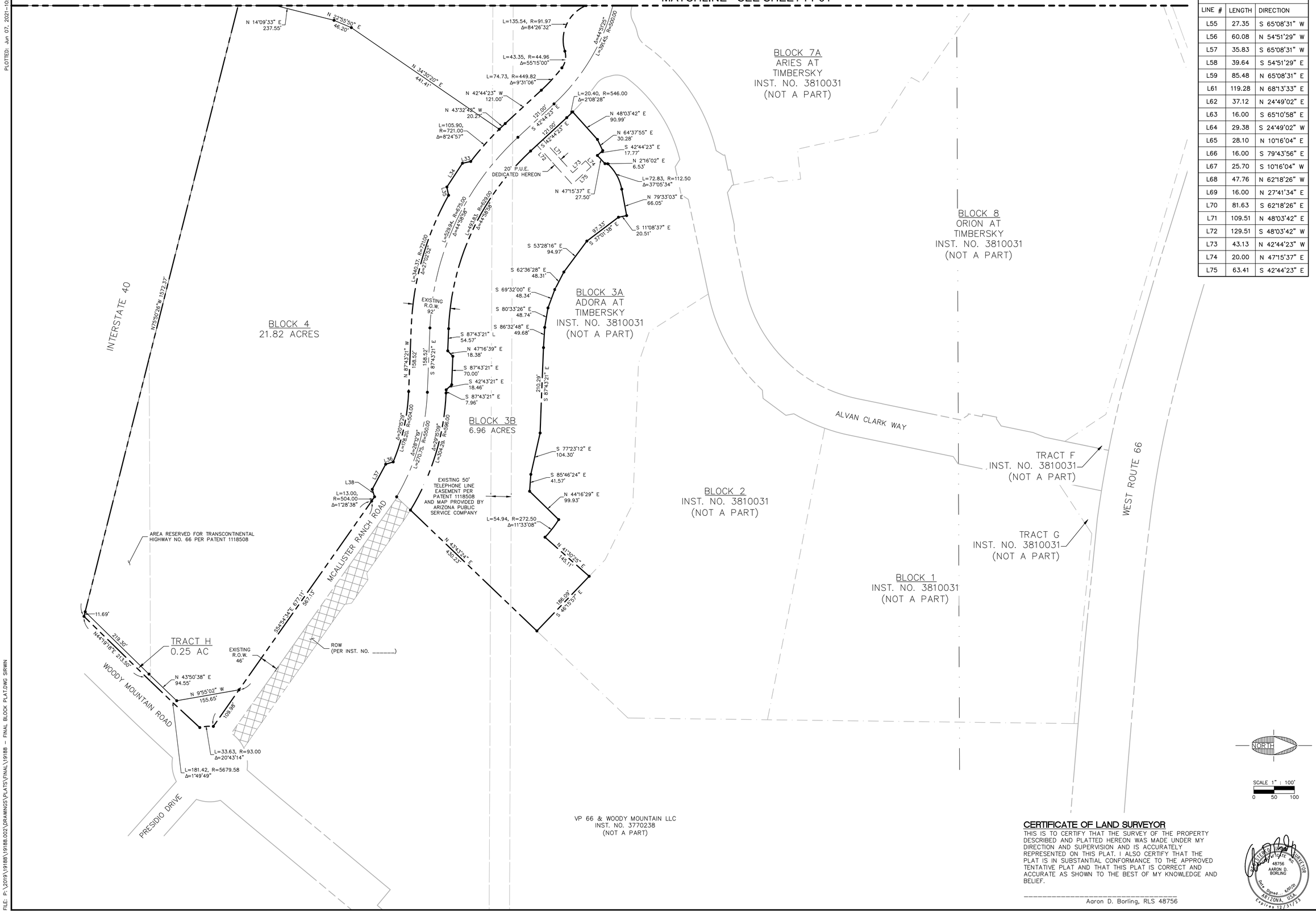
DRAWING NO.
FP01

SHT NO. 3 OF 5

FILE: P:\2019\19188\19188.002\DRAWINGS\PLATS\FINAL\19188 - FINAL BLOCK PLAT.DWG SIRWIN

PLOTTED: Jun 07, 2021–10:54am

MATCHLINE - SEE SHEET FP01



LINE TABLE

LINE #	LENGTH	DIRECTION
L55	27.35	S 65°08'31" W
L56	60.08	N 54°51'29" W
L57	35.83	S 65°08'31" W
L58	39.64	S 54°51'29" E
L59	85.48	N 65°08'31" E
L61	119.28	N 68°13'33" E
L62	37.12	N 24°49'02" E
L63	16.00	S 65°10'58" E
L64	29.38	S 24°49'02" W
L65	28.10	N 10°16'04" E
L66	16.00	S 79°43'56" E
L67	25.70	S 10°16'04" W
L68	47.76	N 62°18'26" W
L69	16.00	N 27°41'34" E
L70	81.63	S 62°18'26" E
L71	109.51	N 48°03'42" E
L72	129.51	S 48°03'42" W
L73	43.13	N 42°44'23" W
L74	20.00	N 47°15'37" E
L75	63.41	S 42°44'23" E

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_____
Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Date Signed 6/8/21 ARIZONA, USA Expires 12/31/23

NORTH

SCALE 1" : 100'
0 50 100

FLAGSTAFF ARIZONA

TIMBER SKY PHASE 2

FINAL BLOCK PLAT

JOB NO:	19188.002
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	KMF/SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
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DRAWING NO.
FP02

SHT NO.	OF
4	5

FILE: P:\2019\19188\19188.002\DRAWINGS\PLATS\FINAL\19188 – FINAL BLOCK PLAT.DWG SRWN

PARCEL MAP CHECK REPORT

OVERALL PROPERTY BOUNDARY (TRACT ZY)

North: 1533940.3711' East: 784499.2555'

Segment #1 : Line
Course: N 42°43'21" W Length: 18.385'
North: 1533953.8776' East: 784486.7822'

Segment #2 : Line
Course: N 87°43'21" W Length: 70.000'
North: 1533956.6594' East: 784416.8375'

Segment #3 : Line
Course: S 47°16'39" W Length: 18.385'
North: 1533944.1861' East: 784403.3310'

Segment #4 : Line
Course: N 87°43'21" W Length: 54.566'
North: 1533946.3545' East: 784348.8081'

Segment #5 : Curve
Length: 493.827' Radius: 629.000'
Delta: 44°58'58" Tangent: 260.430'
Chord: 481.242' Course: N 65°13'52" W
Course In: N 2°16'39" E Course Out: S 47°15'37" W
RP North: 1534574.8577' East: 784373.8042'
End North: 1534147.9752' East: 783911.8379'

Segment #6 : Line
Course: N 42°44'23" W Length: 120.999'
North: 1534236.8423' East: 783829.7196'

Segment #7 : Curve
Length: 20.404' Radius: 546.000'
Delta: 2°08'28" Tangent: 10.203'
Chord: 20.403' Course: N 43°48'37" W
Course In: S 47°15'37" W Course Out: N 45°07'09" E
RP North: 1533866.2890' East: 783428.7130'
End North: 1534251.5658' East: 783815.5952'

Segment #8 : Line
Course: N 48°03'42" E Length: 90.992'
North: 1534312.3785' East: 783883.2809'

Segment #9 : Line
Course: N 64°37'55" E Length: 30.279'
North: 1534325.3510' East: 783910.6402'

Segment #10 : Line
Course: S 42°44'23" E Length: 17.774'
North: 1534312.2970' East: 783922.7029'

Segment #11 : Line
Course: N 47°15'37" E Length: 27.500'
North: 1534330.9604' East: 783942.9001'

Segment #12 : Line
Course: N 2°16'02" E Length: 6.531'
North: 1534337.4863' East: 783943.1585'

Segment #13 : Curve
Length: 72.832' Radius: 112.500'
Delta: 37°05'34" Tangent: 37.743'
Chord: 71.566' Course: N 61°00'16" E
Course In: S 47°32'31" E Course Out: N 10°26'57" W
RP North: 1534261.5431' East: 784026.1578'
End North: 1534372.1773' East: 784005.7542'

Segment #14 : Line
Course: N 79°33'03" E Length: 66.055'
North: 1534384.1572' East: 784070.7138'

Segment #15 : Line
Course: S 11°08'37" E Length: 20.506'
North: 1534364.0379' East: 784074.6769'

Segment #16 : Line
Course: S 37°01'38" E Length: 97.330'
North: 1534286.3345' East: 784133.2885'

Segment #17 : Line
Course: S 53°28'16" E Length: 94.967'
North: 1534229.8075' East: 784209.5999'

Segment #18 : Line
Course: S 62°36'28" E Length: 48.315'
North: 1534207.5788' East: 784252.4977'

Segment #19 : Line
Course: S 69°32'00" E Length: 48.344'
North: 1534190.6747' East: 784297.7900'

Segment #20 : Line
Course: S 80°33'26" E Length: 48.741'
North: 1534182.6781' East: 784345.8706'

Segment #21 : Line
Course: S 86°32'48" E Length: 49.685'
North: 1534179.6853' East: 784395.4654'

Segment #22 : Line
Course: S 87°43'21" E Length: 210.287'
North: 1534171.3286' East: 784605.5863'

Segment #23 : Line
Course: S 77°23'12" E Length: 104.302'
North: 1534148.5522' East: 784707.3710'

Segment #24 : Line
Course: S 85°46'24" E Length: 41.568'
North: 1534145.4885' East: 784748.8260'

Segment #25 : Line
Course: N 44°16'29" E Length: 99.931'
North: 1534217.0392' East: 784818.5878'

Segment #26 : Curve
Length: 54.943' Radius: 272.500'
Delta: 11°33'08" Tangent: 27.565'
Chord: 54.850' Course: S 52°13'10" E
Course In: S 32°00'15" W Course Out: N 43°33'24" E
RP North: 1533985.9566' East: 784674.1679'
End North: 1534183.4359' East: 784861.9392'

Segment #27 : Line
Course: N 41°30'25" E Length: 145.111'
North: 1534292.1060' East: 784958.1058'

Segment #28 : Line
Course: S 46°15'57" E Length: 186.088'
North: 1534163.4609' East: 785092.5646'

Segment #29 : Line
Course: S 43°43'24" W Length: 430.235'
North: 1533852.5362' East: 784795.1962'

Segment #30 : Curve
Length: 304.289' Radius: 596.000'
Delta: 29°15'09" Tangent: 155.538'
Chord: 300.995' Course: N 73°05'47" W
Course In: S 31°31'48" W Course Out: N 2°16'39" E
RP North: 1533344.5258' East: 784483.5210'
End North: 1533940.0542' East: 784507.2056'

Segment #31 : Line
Course: N 87°43'21" W Length: 7.956'
North: 1533940.3704' East: 784499.2559'

Perimeter: 3101.124' Area: 303138.72 Sq. Ft.
Error Closure: 0.0008 Course: S 30°00'11" E
Error North: −0.00071 East: 0.00041

Precision 1: 3854860.000

PARCEL MAP CHECK REPORT

OVERALL PROPERTY BOUNDARY (TRACT ZZ)

End North: 1523236.6102' East: 765594.7794'

Segment #1 : Curve
Length: 126.178' Radius: 721.000'
Delta: 10°01'37" Tangent: 63.251'
Chord: 126.017' Course: S 47°45'12" E
Course In: N 47°15'37" E Course Out: S 37°14'00" W
RP North: 1523725.9306' East: 766124.3137'
End North: 1523151.8860' East: 765688.0644'

Segment #2 : Line
Course: S 11°43'14" E Length: 20.812'
North: 1523131.5079' East: 765692.2921'

Segment #3 : Line
Course: S 56°43'14" E Length: 70.000'
North: 1523093.0973' East: 765750.8124'

Segment #4 : Line
Course: N 78°16'46" E Length: 20.812'
North: 1523097.3250' East: 765771.1905'

Segment #5 : Curve
Length: 340.367' Radius: 721.000'
Delta: 27°02'53" Tangent: 173.416'
Chord: 337.215' Course: S 74°11'55" E
Course In: N 29°19'31" E Course Out: S 2°16'39" W
RP North: 1523725.9312' East: 766124.3126'
End North: 1523005.5002' East: 766095.6626'

Segment #6 : Line
Course: S 87°43'21" E Length: 158.522'
North: 1522999.2006' East: 766254.0594'

Segment #7 : Curve
Length: 178.198' Radius: 504.000'
Delta: 20°15'29" Tangent: 90.039'
Chord: 177.272' Course: S 77°35'37" E
Course In: S 2°16'39" W Course Out: N 22°32'07" E
RP North: 1522495.5987' East: 766234.0307'
End North: 1522961.1147' East: 766427.1918'

Segment #8 : Line
Course: S 16°55'33" E Length: 19.299'
North: 1522942.6517' East: 766432.8104'

Segment #9 : Line
Course: S 61°55'33" E Length: 70.000'
North: 1522909.7087' East: 766494.5741'

Segment #10 : Line
Course: N 73°04'27" E Length: 19.299'
North: 1522915.3273' East: 766513.0371'

Segment #11 : Curve
Length: 12.995' Radius: 504.000'
Delta: 1°28'38" Tangent: 6.498'
Chord: 12.995' Course: S 55°38'53" E
Course In: S 33°36'47" W Course Out: N 35°05'26" E
RP North: 1522495.5986' East: 766234.0321'
End North: 1522907.9946' East: 766523.7656'

Segment #12 : Line
Course: S 54°54'34" E Length: 677.112'
North: 1522518.7429' East: 767077.8088'

Segment #13 : Curve
Length: 33.633' Radius: 93.000'
Delta: 20°43'14" Tangent: 17.002'
Chord: 33.450' Course: S 5°04'51" E
Course In: S 84°43'14" E Course Out: S 74°33'32" W
RP North: 1522510.1857' East: 767170.4143'
End North: 1522485.4244' East: 767080.7712'

Segment #14 : Curve
Length: 181.421' Radius: 5679.580'
Delta: 1°49'49" Tangent: 90.718'
Chord: 181.413' Course: S 43°17'59" W
Course In: N 47°36'55" W Course Out: S 45°47'06" E
RP North: 1526314.0602' East: 762885.6339'
End North: 1522353.3963' East: 766956.3554'

Segment #15 : Line
Course: S 44°19'18" W Length: 213.500'
North: 1522200.6523' East: 766807.1860'

Segment #16 : Line
Course: N 75°50'27" W Length: 2083.421'
North: 1522710.2913' East: 764787.0595'

Segment #17 : Curve
Length: 1014.513' Radius: 9798.230'
Delta: 5°55'57" Tangent: 507.710'
Chord: 1014.060' Course: N 72°52'13" W
Course In: N 14°09'48" E Course Out: S 20°05'45" W
RP North: 1532210.6761' East: 767184.5583'
End North: 1523008.9686' East: 763817.9828'

Segment #18 : Curve
Length: 280.766' Radius: 11103.470'
Delta: 1°26'56" Tangent: 140.391'
Chord: 280.759' Course: N 69°52'35" W
Course In: N 19°23'57" E Course Out: S 20°50'53" W
RP North: 1533482.0667' East: 767505.9717'
End North: 1523105.5628' East: 763554.3634'

Segment #19 : Line
Course: N 69°11'00" W Length: 293.933'
North: 1523210.0204' East: 763279.6177'

Segment #20 : Line
Course: N 0°08'31" E Length: 1132.464'
North: 1524342.4809' East: 763282.4233'

Segment #21 : Line
Course: N 0°51'16" W Length: 132.890'
North: 1524475.3561' East: 763280.4416'

Segment #22 : Line
Course: N 1°03'29" W Length: 237.965'
North: 1524713.2806' East: 763276.0474'

Segment #23 : Line
Course: N 0°59'31" W Length: 278.780'
North: 1524992.0188' East: 763271.2212'

Segment #24 : Line
Course: N 1°00'03" W Length: 58.296'
North: 1525050.3059' East: 763270.2030'

Segment #25 : Line
Course: S 72°48'08" E Length: 631.200'
North: 1524863.6783' East: 763873.1819'

Segment #26 : Line
Course: N 18°08'54" E Length: 593.966'
North: 1525428.0965' East: 764058.1893'

Segment #27 : Line
Course: S 72°48'03" E Length: 565.616'
North: 1525260.8472' East: 764598.5125'

Segment #28 : Line
Course: S 72°43'58" E Length: 508.256'
North: 1525109.9822' East: 765083.8618'

Segment #29 : Line
Course: S 25°27'06" W Length: 610.485'
North: 1524558.7459' East: 764821.5061'

Segment #30 : Line
Course: S 17°43'37" W Length: 288.247'
North: 1524284.1854' East: 764733.7404'

Segment #31 : Line
Course: S 34°10'24" W Length: 164.509'
North: 1524148.0801' East: 764641.3360'

Segment #32 : Line
Course: S 59°22'58" W Length: 303.788'
North: 1523993.3609' East: 764379.8994'

Segment #33 : Line
Course: S 66°52'55" W Length: 236.471'
North: 1523900.5160' East: 764162.4175'

Segment #34 : Line
Course: N 88°18'11" W Length: 251.479'
North: 1523907.9630' East: 763911.0488'

Segment #35 : Curve
Length: 132.782' Radius: 519.000'
Delta: 14°39'31" Tangent: 66.755'
Chord: 132.420' Course: S 17°06'21" E
Course In: N 80°13'24" E Course Out: S 65°33'53" W
RP North: 1523996.0935' East: 764422.5114'
End North: 1523781.4009' East: 763949.9985'

Segment #36 : Line
Course: S 24°26'07" E Length: 87.979'
North: 1523701.3022' East: 763986.3923'

Segment #37 : Line
Course: N 80°04'46" E Length: 245.616'
North: 1523743.6176' East: 764228.3358'

Segment #38 : Line
Course: N 64°39'18" E Length: 503.297'
North: 1523959.0628' East: 764683.1887'

Segment #39 : Line
Course: N 42°41'40" E Length: 63.780'
North: 1524005.9399' East: 764726.4372'

Segment #40 : Line
Course: S 47°18'20" E Length: 175.000'
North: 1523887.2744' East: 764855.0588'

Segment #41 : Line
Course: S 62°57'35" E Length: 107.379'
North: 1523838.4581' East: 764950.6999'

Segment #42 : Line
Course: S 21°37'17" E Length: 209.060'
North: 1523644.1078' East: 765027.7326'

Segment #43 : Line
Course: S 6°01'14" E Length: 74.648'
North: 1523569.8715' East: 765035.5620'

Segment #44 : Line
Course: S 1°51'12" W Length: 92.004'
North: 1523477.9156' East: 765032.5865'

Segment #45 : Line
Course: S 87°35'48" E Length: 165.819'
North: 1523470.9622' East: 765198.2597'

Segment #46 : Curve
Length: 74.646' Radius: 453.421'
Delta: 9°25'57" Tangent: 37.407'
Chord: 74.561' Course: S 82°53'25" E
Course In: S 2°23'37" W Course Out: N 11°49'34" E
RP North: 1523017.9368' East: 765179.3229'
End North: 1523461.7338' East: 765272.2474'

Segment #47 : Curve
Length: 43.356' Radius: 45.000'
Delta: 55°12'10" Tangent: 23.527'
Chord: 41.699' Course: S 50°34'32" E
Course In: S 11°49'23" W Course Out: N 67°01'33" E
RP North: 1523417.6885' East: 765263.0273'
End North: 1523435.2524' East: 765304.4583'

Segment #48 : Curve
Length: 135.531' Radius: 91.978'
Delta: 84°25'35" Tangent: 83.439'
Chord: 123.598' Course: S 65°10'14" E
Course In: N 67°02'33" E Course Out: S 17°23'02" E
RP North: 1523471.1283' East: 765389.1511'
End North: 1523383.3513' East: 765416.6311'

Segment #49 : Curve
Length: 43.364' Radius: 44.972'
Delta: 55°14'50" Tangent: 23.534'
Chord: 41.703' Course: S 79°47'20" E
Course In: S 17°24'45" E Course Out: N 37°50'05" E
RP North: 1523340.4402' East: 765430.0889'
End North: 1523375.9584' East: 765457.6736'

Segment #50 : Curve
Length: 74.731' Radius: 451.291'
Delta: 9°29'16" Tangent: 37.451'
Chord: 74.645' Course: S 47°26'45" E
Course In: S 37°48'37" W Course Out: N 47°17'53" E
RP North: 1523019.4182' East: 765181.0102'
End North: 1523325.4770' East: 765512.6599'

Segment #51 : Line
Course: S 42°44'23" E Length: 120.999'
North: 1523236.6100' East: 765594.7782'

Perimeter: 14159.181' Area: 4848883.17 Sq. Ft.
Error Closure: 0.0012 Course: S 78°44'47" W
Error North: −0.00024 East: −0.00118

Precision 1: 11782091.667

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 6/28/23
ARIZONA, USA
Expires 12/31/23

FLAGSTAFF
ARIZONA

TIMBER SKY PHASE 2

CLOSURE REPORT

JOB NO:	19188.002
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	KMF/SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

SWI
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you plan excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP03

SHT NO. 5 OF 5

PLOTTED: Jun 07, 2021-10:54am

FILE: P:\2019\19188\19188.002\DRAWINGS\PLATS\FINAL\19188 - MAP-FINAL BLOCK PLAT.DWG SRWIN

6. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/11/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Contract: Purchase of an Aardvark Tactical small chassis robot in the amount of $63,855, with 100% funding from U.S. Department of Homeland Security (DHS) through AZ Department of Homeland Security and the Northern Arizona Metro Board.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Aardvark Tactical in the amount of $63,855. Where $20,000 was awarded by the AZ Department of Homeland Security and the remaining $43,855 was awarded and approved by the local Metro Board toward the purchase of this robot; and
2. Direct the City Manager to complete the necessary documents.

Executive Summary:

The Flagstaff Police Department SWAT Team is a Tier 2, multi-agency, regional response team. It consists of 20 members; 14 officers from the police department and 6 deputies from the Coconino County Sheriff's Office. The SWAT Team responds to approximately 15 calls a year throughout the Northern Arizona Region. They are the primary regional response team for all critical infrastructures in Northern Arizona.

The Flagstaff Police Department Bomb Squad is a Tier 1 regional response team. It consists of 4 Bomb Technicians and averages about 20 calls a year throughout the Northern Arizona region. The FPD Bomb Squad is the primary regional response team for all critical infrastructures located in Northern Arizona.

The Flagstaff Police Department's Hostage Negotiations Team consists of 5 certified negotiators. They respond to 6 – 10 calls per year, and typically respond in tandem with the SWAT Team to assist in barricaded subjects or hostage rescue calls.

This grant was awarded to purchase a small chassis tactical robot for use with the Flagstaff Police Department's regional Emergency Service Response Teams (ESRT). The ESRT respond to calls throughout the North Regional Advisory Council (RAC). The tactical robot will be used primarily by members of the SWAT Team when dealing with active shooter, barricaded suspects, or hostage rescue type call outs. The tactical robot's secondary uses will be to aid the Hostage Negotiations Team with communications and delivery of equipment/supplies, as well as assisting the Bomb Squad with response to suspected chemical, biological, radiological, nuclear, or explosives (CBRNE) events/devices. The small chassis tactical robot will be utilized when a large chassis robot is not feasible due to location or size constraints, or when a second angle of view is needed to address depth of field issues with 2D imagery during render safe procedures of suspect CBRNE devices.

This tactical robot is small and maneuverable and has the ability to enter structures to gain intelligence and communicate with dangerous suspects without having to send armed police officers into the structures first. The intent would be to communicate with suspects in order to peacefully resolve dangerous situations using this as a life-saving piece of equipment for both the officers on the call and the suspects that are barricaded.

When this tactical robot is being used by the SWAT Team, it will only be used for video surveillance, searching, and communication with dangerous barricaded suspects. When the Bomb Squad uses the tactical robot, the video camera would be taken off of the articulating arm. The Bomb Squad would attach a "Carbon-fire" pan to the arm which is used to render safe explosive ordinances.

Financial Impact:

There is no cost to the city as the tactical robot is fully paid for by an AZ Department of Homeland Security grant and the Metro Board. This grant and purchase is budgeted in FY2021-22 budget in the Police Department in account 001-04-062-6304-2-4405.

Policy Impact:

This Contract does not impact FPD departmental or city handbook policy.

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

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan: Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

In 2006, the City Council approved the purchase of a large chassis explosive ordinance device removal robot with funding from the AZ Department of Homeland Security. This 2006 robot is becoming obsolete with its age and is unable to be maintained by the manufacturer due to age.

The new tactical robot will be able to be used by the Bomb Squad to disable and disarm explosive devices, and it will help our Bomb Squad keep its Tier 1 certification status by having a functional tactical robot in inventory to serve Flagstaff and surrounding areas.

Options and Alternatives:

1. Approve the Contract to purchase an Aardvark Tactical small chassis robot in the amount of $63,855, with 100% funding from U.S. Department of Homeland Security through AZ Department of Homeland Security and the Northern Arizona Metro Board; or
2. Reject the Contract and allow FPD to continue to use the aging equipment.

Background/History:

Police departments around the state and country have been equipping themselves with tactical robots to enter structures to gain intelligence and speak with suspects prior to officers entering a structure where an armed encounter could occur. The Flagstaff Police Department ESRT teams have used the large chassis robot assigned to the bomb team with some success in the past, but this robot is too large and cumbersome to enter structures. A majority of the time, the large and heavy robot gets stuck in the house and puts more people in danger during operations than it does provide intelligence.

The small chassis tactical robot requested is designed to enter buildings, climb stairs, look over and into hiding spaces, provide intelligence to commanders on the scene, and allow trained officers to negotiate

with suspects before introducing police officers into a building. This has applications during active shooter events, barricaded suspect incidents, and hostage rescue type events.

The Bomb Squad will also be able to use this equipment to disarm explosive ordinances in confined spaces and open areas when the large robot is not practicable.

The mission and goal of our specialty teams is "Saving Lives" which corresponds directly to the mission and values of the department. This piece of equipment will allow our officers to better navigate and handle dangerous incidents and hopefully resolve these situations peacefully.

Key Considerations:

This is a new piece of equipment that is not in our current inventory which allows us to serve our citizens of Flagstaff in a safer way than before.

Purchasing staff published an Invitation for Bids (IFB) solicitation for Small Platform Tactical Robot in the Arizona Daily Sun on February 21 and February 28, 2021, and posted the solicitation to the City of Flagstaff's PlanetBids Website on February 10, 2021. On March 5, 2021, the City received four (4) Bids from tactical robot contractors. A four-member Selection Committee consisting of City staff, reviewed and evaluated the bids. Based upon the cost proposals, the Selection Committee identified the lowest responsive responsible bidder for Small Platform Tactical Robot to be recommended for the Bid. The committee choose Aardvark as the supplier of one Small Platform Tactical Robot. The results of all firms are as followed:

Aardvark - $63,855.00
ICOR Technology Inc. - $68,520.20
Mercaterra Atlantic, LLC - $77,990.00
SupplyCore Inc. - $184,453.71

Community Benefits and Considerations:

The tactical robot will serve the Flagstaff community by utilizing the latest technology in surveillance and intelligence with the intent to end dangerous and deadly conflicts with peaceful results by reducing danger to the public and our officers. FPD seeks to help citizens without having to use force by using trained negotiators to achieve peaceful resolutions via the tactical robot.

Community Involvement:

Our community will be able to view this equipment at community policing events such as the Citizen's Police Academy and National Night Out. The Bomb Squad displays their equipment off to children and adults at these events, and it is always well received to see the latest technology that our City gives its police department.

Expanded Options and Alternatives:

This tactical robot is going to keep the public and our officers safer by reducing the likelihood of an explosive device detonating in our city or an armed encounter inside a structure with one of our police officers present.

Attachments: COF Contract 2021-78
Aardvark Quote
Grant Provisions
Avatar III Brochure

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-78

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Aardvark, a California S Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Small Platform Tactical Robot

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: Payment to the Contractor for the materials and or services as described in the Scope of Work, provided it does not exceed **sixty three thousand eight hundred fifty-five dollars ($63,855.00) including other fees and taxes.**

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated in this Contractor 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, set forth in *Exhibit C.*

5. Contract Term: Scope of Work to be completed within a one year.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Emily Markel	Brittany Baeza
Senior Procurement Specialist	Account Management Supervisor
City of Flagstaff	Aardvark
211 W. Aspen	1935 Puddingstone Dr.
Flagstaff, AZ 86001	La Verne, CA 91750
emarkel@flagstaffaz.gov	bbaeza@aardvarktactical.com

With a copy to:
Collin Seay
Patrol Lieutenant
Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
cseay@coconino.az.gov

With a copy to:
Stacey Brechler-Knaggs
Grants & Contracts Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
sknaggs@flagstaffaz.gov

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

AARDVARK

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2021

EXHIBIT A

SCOPE OF WORK

Small Platform Tactical Robot

BACKGROUND: The Police Department is seeking to purchase a Small Platform Tactical Robot

MATERIALS AND/OR SERVICES: The Flagstaff Police Department is looking to purchase is Small Platform Tactical Robot for its Tier 1 Bomb team and Tier 2 Swat team. The robot needs to be small, maneuverable, and can successfully climb stairs so the teams can locate suspects, gather data, and disable explosive devices before having to send police officers into potentially dangerous situations. Also, the robot will need to be equipped with a pan tilt zoom option from the chassis as well as on the articulable arm, two-way radio communication option, and be able to carry objects such as a negotiator throw phone or similar. The Swat and Bomb team will need a robot with an articulating arm to be able to see over obstacles and open doors while providing video surveillance to our teams. We are also seeking a robot with extended range so surveillance from the robot can be viewed by officers from a secure location when tactically warranted. This will be used as a less than lethal tactic to safely locate and communicate barricaded suspects, active shooter events, as well as the removal of explosive ordinances. The robot will be used by the Bomb team when a small chassis robot is necessary, and it will need a 12-gauge disrupter that attaches to the articulating arm, a firing circuit, and a collection of bomb application tools that can be used in conjunction with the articulating arm of the robot. Having a dual purpose (Swat and Bomb) robot will allow our Bomb team to remain a Tier 1 response team as their existing robot is aging and no longer serviceable by the manufacturer.

SCHEDULE: No schedule at this time.

SPECIAL TERMS AND CONDITIONS: Reserved.

SPECIFICATIONS: Reserved.

COMPENSATION: As approved by the parties in the resulting Contract.

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:** At Contractor's expense, Contractor 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.

DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor and may not substitute nonconforming materials, or services.

13. 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.

14. 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.

15. 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

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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

24. 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.

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

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

27. 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.

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

29. 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.

30. 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

31. 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.

32. 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.

33. 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.

34. 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

35. 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.

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

37. 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

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

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

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

41. 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.

42. NO WAIVER: Each party has the right to 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.

43. 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.

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

EMPLOYEES AND SUBCONTRACTORS

45. 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.

67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

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:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2021-78
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Aardvark Attn: Lisa Hughes 1935 Puddingstone Drive La Verne, CA 91750	INSURER A : Granite State Insurance Company — NAIC # 23809 INSURER B : Continental Insurance Company — 35289 INSURER C : National Union Fire Insurance Company of P — 19445 INSURER D : National Fire Insurance Company of Hartfor — 20478 INSURER E : Continental Casualty Company — 20443 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W20281555 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	02LX080836426-2	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	6076590968	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 10,000		Y	29UD080836427-2	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Yes (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6076590985	07/01/2020	07/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Workers Compensation & Employers Liability Per Statute		Y	6078696611	07/01/2020	07/01/2021	EL Each Accident EL Disease-Each Empl EL Disease- Pol Limit	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/04/2021 WITH ID: W20281525.

the City of Flagstaff, its officers, officials, agents and employees are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

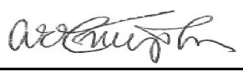
CERTIFICATE HOLDER

City of Flagstaff
c/o Emily Markel, Senior Procurement Specialist
Purchasing Section
Contract No. 2021-78
211 West Aspen Avenue
Flagstaff, AZ 86001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Aardvark Attn: Lisa Hughes 1935 Puddingstone Drive La Verne, CA 91750
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by the City, its officers, officials, agents, employees and volunteers where required by written contract.

Waiver of Subrogation applies in favor of the City, its officers, officials, agents, employees with respects to General Liability where required by written contract, Auto Liability where required by written contract and Workers Compensation where required by written contract and as permitted by law.

Umbrella/Excess Follows Form.

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SR ID: 20813603 BATCH: 2009320 CERT: W20281555

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

_____

AUTHORIZED REPRESENTATIVE

Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As Required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
Aardvark Attn: Lisa Hughes 1935 Puddingstone Drive La Verne, CA 91750	02LX080836426-2 6076590968 6076590985 6078696611
	EFFECTIVE DATE SEE PAGE 1

Holder Name:
City of Flagstaff
c/o Emily Markel
Senior Procurement Specialist
Purchasing Section
Contract No. 2021-78
211 West Aspen Avenue
Flagstaff, AZ 86001

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Commercial Package – 02LX080836426-2
Business Auto – 6076590968
Workers Compensation – CA – 6076590985
Workers Compensation: FL, MA – 6078696611

AARDVARK TEL: 800-997-3773 FAX: 90

Sales Quote

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904

Sales Quote Number: SQ11018
Sales Quote Date: 3/2/2021
Quote Valid To: 5/1/2021

Sell To: Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001-5827
USA

Ship To: Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001-5827
USA

Ship Via: Best Way
Terms: Net 30 Days

Customer ID: FLAGSTAFFPOLI01
SalesPerson: Joe Schmidt
Contact: 911 E Sawmill Rd
Entered By: ATI\SSINGH

Item No.	Description	Unit	Qty	GSA	Unit Price	Total Price
KIT-RBXTACPKGA3A	Robotex Avatar III Tactical Package 334519	EACH	1		29,990.00	29,990.00
RBX-D005A	Avatar Manipulator Arm 334519	EACH	1		23,995.00	23,995.00
RBX-D007A	Avatar Universal Shock Tube Initiator 334519	EACH	1			
RBX-D021A	Avatar 2.4GHz 1W Radio Package 334519	EACH	1		1,800.00	1,800.00
RBX-D013A	Avatar External Controller Antenna (2.4 GHz 1W Radio) 334519	EACH	1		325.00	325.00
RBX-D014A	Avatar External Controller Antenna (900 MHz Radio) 334519	EACH	1		350.00	350.00
RBX-D003A	Spare Robot Battery 334519	EACH	1		415.00	415.00
CON-DEV-CF10PD	CarbonFire 10 PAN Disrupter for Avatar Robot	EACH	1		6,700.00	6,700.00
NON TAXABLE FREIGHT	Non Taxable Freight	EACH	1		280.00	280.00

Work Description:

SOLICITATION FOR: Small Platform Tactical Robot
SOLICITATION NO.: 2021-78

Delivery Time: 60-90 Days ARO
*
Free Universal Shock Tube Initiator with Standard Arm Purchase
*
Please contact Syara Singh at 909-451-6122 or ssingh@aardvarktactical.com if you would like to place this order.
Thank You and have a great day!

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Subtotal:	**63,855.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**63,855.00**

ROBOTEX
robot technology solutions

300 S. Washington St.
Jerseyville, IL 62052

t: 650.838.9191
f: 650.323.1044

AVATAR® III Robot Specs

Warranty

3-year “Flipper to Flipper” Warranty Coverage

Avatar® III Robot

Capabilities:
- Lightweight tactical robot
- Stair climbing ability
- Self-rights if flipped upside down
- Rugged “no jam” track system
- All-terrain navigation (dirt, grass, sand, gravel, clothing, water)
- Live video and audio with IR
- Two-way audio functionality
- Video and audio recording capability
- Easy setup and operation
- Separate, adjustable wireless channels for running multiple robots simultaneously
- Durable, flexible antenna design

Specs:
- Operating Range: 300 meters LOS (line of sight)
- Physical Dimensions: 24.41” (L) x 15.35” (W) x 6.14” (H) (with Flippers Folded OUT), 18.50”(L) X 15.35”(W) X 6.14”(H) (with Flippers Folded IN)
- Antenna height from ground: 25.5 inches
- Weight: 25 lbs (without battery), 28 lbs (with battery)
- Moving Speed: 4 MPH
- Optics: Wide angle color drive camera
- Chassis Material: Durable Monostructure Composite
- Track System: ”Closed Track” Design with Brushless Motors
- Headlight: 200 Lumen (LED), 180 mW/sr (IR) with on/off toggle
- Radio Type: Secure 900MHz radio (1W 2.4 GHz available)
- Ground Clearance: 3/4" (20mm)

Robot Battery
- Military grade, BB-2590 lithium-ion battery
- Battery Life: 5 hours average
- Physical Dimensions: 5.0” (L) X 4.5” (W) X 2.5” (H)
- Weight: 3.2 lbs

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Robot Battery Charger
- Physical Dimensions: 10.0” (L) X 6.5” (W) X 2.5” (H)
- Weight: 1.2 lbs

Robot Controller
- Digital video/audio with 5” touchscreen, dual joysticks, USB port, video recording, swappable radio modules
- Video output, audio output, microphone input, USB
- Physical Dimensions: 10.8” (L) X 6.1” (W) X 2.8” (H)
- Weight: 4.2 lbs
- Video Resolution: 640x480
- Battery: 14.8V/6700mAh lithium-ion
- Battery Life: 5 hours

Robot Controller Battery Charger
- Physical Dimensions: 6.0” (L) X 3.5” (W) X 2.5” (H)
- Weight: 1.0 lbs

Avatar High Angle Stabilizers
- Mount - Physical Dimensions: 0.7” (L) X 7.0” (W) X 0.9” (H)
- Rods - Physical Dimensions: 16.1” (L) X 7.0” (W) X 0.9” (H)
- Total Weight: 1.5 lbs

Carrying Case
- Wheeled Military Grade Hardcase w/handles
- Outside Dimensions: 31.59” (L) X 20.47” (W) X 12.45” (H)
- Weight: 24.03 lbs

AVATAR® Pan-Tilt-Zoom Camera (PTZ) Accessory Specs
- Physical Dimensions: 6.9” (L) x 5.9” (W) x 5.1” (H)
- Weight: 3.3 lbs (with roll bar), 2.8 lbs (without roll bar)
- Optical Zoom: 10X
- Digital Zoom: 12X
- Pan: 360 degrees continuous
- Tilt: 90 degrees
- Resolution: 560TV
- Illumination: Min illumination: Day: 0.5 Lux @ F1.6. Night: (IR-cut filter on): 0.1 Lux @ F1.6”

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AVATAR® Standard Manipulator Arm Specs

Capabilities:

- Five-axis arm designed to open doors, transport supplies, and manipulate objects
- Live video captured by built-in IR capable camera
- Ability to mount CarbonFire 10 PAN disruptor
- Easy setup and operation

Specs:

- Weight: 17 lbs
- Extension (from front of robot): 28” (25” to ground contact)
- Lowest horizontal view level: 10.2" from the ground
- Highest horizontal view level: 24.5" (29.5" with flipper)
- Maximum overhead reach: 37" (42" with flipper**)**
- Lifting Capacity: 8lbs full reach, 12lbs close-in
- Turret rotation: 305 degrees (can reach the back of robot)
- Shoulder rotation: 180 degrees
- Elbow rotation: 180 degrees
- Wrist rotation: 360 degrees continuous
- Gripper width: 100mm open, 45 degrees open, 30lb closing force, 30lb opening force
- Integrated camera: Day/night color IR camera
- Overload Protection: Overload protection in the form of a torque limiting clutch at each axis

ROBOTEX
robot technology solutions

300 S. Washington St.
Jerseyville, IL 62052

t: 650.838.9191
f: 650.323.1044

AVATAR® External Audio/Video Receiver Specs

Capabilities:
- Remote viewing of robot's audio/video feed
- Large monitor for easy viewing of video

Specs:
- Physical Dimensions (receiver box): 13.75" (L) x 8.75" (W) x 5.5" (H)
- Physical Dimensions (monitor): 8" (L) x 22.25" (W) x 17.5" (H)
- Physical Dimensions (headset): 9.4" (L) x 2.8" (W) x 7.8" (H)
- Weight (receiver box): 7.0 lbs
- Weight (monitor): 9.6 lbs
- Weight (headset): 0.65 lbs

AVATAR® Standard 900 MHz Radio Package Specs

Capabilities:
- Swappable with the 2.4GHz system

Specs:
- Physical Dimensions (robot radio): 7.25" (L) x 7" (W) x 24.75" (H)
- Physical Dimensions (controller radio): 19.75" (L) x 6.25" (W) x 1.5" (H)
- Weight (robot radio): 2.0 lbs
- Weight (controller radio): 0.9 lbs

AVATAR® 2.4 GHz 1W Radio Package Specs

Capabilities:
- Swappable with stock 900 MHz system

Specs:
- Physical Dimensions (robot radio): 7.25" (L) x 7" (W) x 24.75" (H)
- Physical Dimensions (controller radio): 19.75" (L) x 6.25" (W) x 1.5" (H)
- Weight (robot radio): 2.0 lbs
- Weight (controller radio): 0.9 lbs

GRANT PROVISIONS

Grant Project Title: Small Chassis Tactical Robot for SWAT Team, Bomb Squad, and Hostage Negotiations Team

Funding Agency: U.S. Department of Homeland Security, grant #EMW-2020-SS-00017-S01 through the Arizona Department of Homeland Security, grant #20-AZDOHS-HSGP-200103-02

FEDERAL - GRANT PROVISIONS

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

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

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

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

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

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

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

Conflicts of Interest

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

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

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

Copyrights

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

Patent Fees and Royalties

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

Responsible Contractors

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

Access and Retention of Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

RoboteX
robot technology solutions





AVATAR® *III* Robot Series

YOU NEED THIS ROBOT.

www.RoboteX.com

AVATAR® *III* Robot Series



The RoboteX AVATAR® III is a rugged, affordable, easy-to-use plug-and-play robot.

Now features an industry leading three year warranty.

Why do I need an AVATAR® III?

Whether SWAT, HazMat, EOD, or other emergency personnel, the **AVATAR® III** enhances the capabilities of first responders by allowing them to quickly and safely inspect dangerous situations without putting anyone in harm's way.

The **AVATAR® III** saves lives by keeping first responders at a safer standoff distance, and it does so at a fraction of the cost of other robots. **AVATAR® III** is so easy to use, you don't have to have a dedicated robot operator; anyone on the team can use it.

The **AVATAR® III** is a completely customizable base robotic platform with plug-and-play payload bays, allowing users to build the robot to fit their needs. With the wide array of accessories available, the robot can fill the needs of different types of first responders.

RoboteX
robot technology solutions

Activate & Go

- Deploy in seconds with the AVATAR® III's simple setup — just insert the battery and go.
- Control the robot with its easy-to-use, handheld touchscreen controller.

Drive & Maneuver

- Navigate the robot over varied terrain, including carpet, clothing, grass, mud, water, and household debris.
- Self-right the robot if it lands upside down.
- Climb stairs and over various obstacles using the front flippers and High Angle Stabilizers.

Secure & Protect

- Gather valuable intelligence with the robot's built-in video and audio recording capability.
- Operate with confidence over the robot's secure 2.4 GHz Wi-Fi radio.

Depend & Rely

- Finish the mission with up to 5 hours of battery life under normal use.
- Trust RoboteX's all-inclusive three year warranty — no hassles, no gimmicks.

Identify & Communicate

- Locate threats with two infrared color cameras, including a 360º Pan-Tilt-Zoom camera.
- Listen and talk to subjects with push-to-talk, two-way audio capability.

Expand & Save

- Customize your AVATAR® III with a variety of plug-and-play accessories.
- Spend less and get more with the AVATAR® III's market-beating price.



Technical Specs

- Operating Range: **300 meters**
- Battery Life: **4-5 hours average**
- Climbing Angle: **60 degree incline**
- Physical Dimensions: **24.41 in x 15.35 in x 6.14 in**
- Weight: **25 lb (without battery)**
- Optics: **Wide-angle color drive camera**
- Chassis Material: **Durable Monostructure Composite**
- Battery: **BB-2590 Rechargeable, Military-grade, Lithium-ion**
- Track System: **"Closed Track" Design with Brushless Motors**
- Headlights: **One 200 Lumen LED light and one 180 mW/sr IR light**
- Radio Type: **Secure 2.4 GHz Wi-Fi**



Pictured above: **AVATAR® III** with handheld controller



The RoboteX AVATAR® III is a rugged, affordable, easy-to-use tactical robot.

YOU NEED THIS ROBOT.





AVATAR® III
Tactical Robot

Why do I need an AVATAR® III Tactical Robot?

The **AVATAR® III** enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.

The **AVATAR® III** saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The **AVATAR®** Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.

Departments across the United States and internationally are using the **AVATAR®** Robots. With the **AVATAR® III's** market-beating affordability and unparalleled ease-of-use, so can you.

Recommended Configuration:

- AVATAR® III Base Robot
- AVATAR® Pan-Tilt-Zoom (PTZ) Camera
- Spare Robot Battery

AVATAR® III
HazMat Robot







The **AVATAR® III HazMat Robot** equipped with the **AVATAR® Gas and Radiation Detector Mount** enables users to check hazardous gas and radiation readings from a distance.

The **AVATAR® Gas and Radiation Detector Mount** is an integrated mount that houses any detector in the MulitRae family (MultiRAE Pro, MulitRAE, and MultiRAE Lite P2P wired versions only) on top of the robot. The data from the detector is then displayed on the controller's screen. Now users can send a robot in to inspect a situation before having to suit up, saving valuable time, especially in the case of a false alarm.

Recommended Configuration:

- AVATAR® III Base Robot
- AVATAR® Gas and Radiation Detector Mount
- Spare Robot Battery

AVATAR® III
EOD Robot



The perfect tool for EOD Teams

Building on the the same base model as the AVATAR® III Tactical and AVATAR® III HazMat Robots, the AVATAR® III EOD Robot features an extendable, five-axis robotic manipulator arm, wireless initiator, high angle stabilizer bars, and compatibility with a remote Percussion-Actuated Nonelectric (PAN) disrupter - giving EOD teams a host of new tactical and bomb disposal capabilities. In addition, the AVATAR® III EOD Robot features all of the same tactical capabilities and benefits as the AVATAR® III Tactical Robot, including high-quality video, push-to-talk audio, stair climbing ability, dual IR and LED lights, and a rugged drop-resistant chassis.

Benefits:

- CarbonFire 10 PAN disrupter mounts easily onto the AVATAR® Manipulator Arm
- Allows EOD and Bomb Tech Teams to safely engage suspicious packages from a distance using a remote controlled robot system
- Enhanced visibility of dangerous objects with robot's built-in cameras
- Remote/stand-off activation of the CarbonFire 10 unit possible with a variety of initiator systems



Now compatible with:

A. CarbonFire 10 by Concept Development
B. Robot Tool Block by Edge Tactical Solutions





Recommended Configuration:

- ☐ AVATAR® III Base Robot
- ☐ AVATAR® Manipulator Arm or Extended Reach Manipulator Arm
- ☐ Spare Robot Battery
- ☐ AVATAR® Universal Shock Tube Initiator

Video Recording

The AVATAR® II introduced video recording directly to the robot controller with the ability to download the recording onto a USB. The AVATAR® III has added the ability to record Gas and Radiation Detector readings and a memory meter that lets the user know how much time they have left.

Position Indicators

The touch-screen features optional position indicators, showing the user the position of the Manipulator Arm, robot flippers, and Pan-Tilt-Zoom (PTZ) Camera in relation to the robot.

PTZ Enhancement

Touch-screen options now enable manual focus for the Pan-Tilt-Zoom Camera and a home button that points the camera toward the front of the robot for quick orientation.

Manipulator Arm Enhancement

Quick position pre-sets will position the arm with one touch to a pose best suited for different operations (opening doors, climbing stairs, etc.). The increased rotation will allow the robot to reach behind itself and place things in/take things out from the pull behind Hitch & Trailer.

Channel Selection

Different locations have different types of interference, if the signal is weak, you can search and connect to a better channel to improve the robot's signal strength.

Speed Selection

Optional low speed mode allows for more precise control over movements.

High Angle Stabilizers

One set of High Angle Stabilizers to increase climbing incline now included with the robot.



Built with the same durability, and ruggedness as our older models, the **AVATAR®*III*** features an all new user interface with added touch-screen options and a standard three year warranty.

The look and feel of the new interface allows for a more user friendly experience. It gives the operator more control over the movements of the robot and improved audio/video recording capabilities.

Customize your robot
with a variety of **AVATAR® *III*** accessories

The **AVATAR® III** is a modular, plug-and-play platform that can be customized with a range of accessories to meet the unique tactical and strategic needs of your team.

RECOMMENDED FOR

A PAN-TILT-ZOOM (PTZ) CAMERA – 360° color IR camera allows you to survey an area and zoom in (up to 100x) on objects of interest.

B SPARE ROBOT BATTERY – Greatly extends the operating time of the robot.

C HIGH ANGLE STABILIZERS – Stabilizing rods that attach to the back of the robot and allow it to climb steep inclines and tall objects.

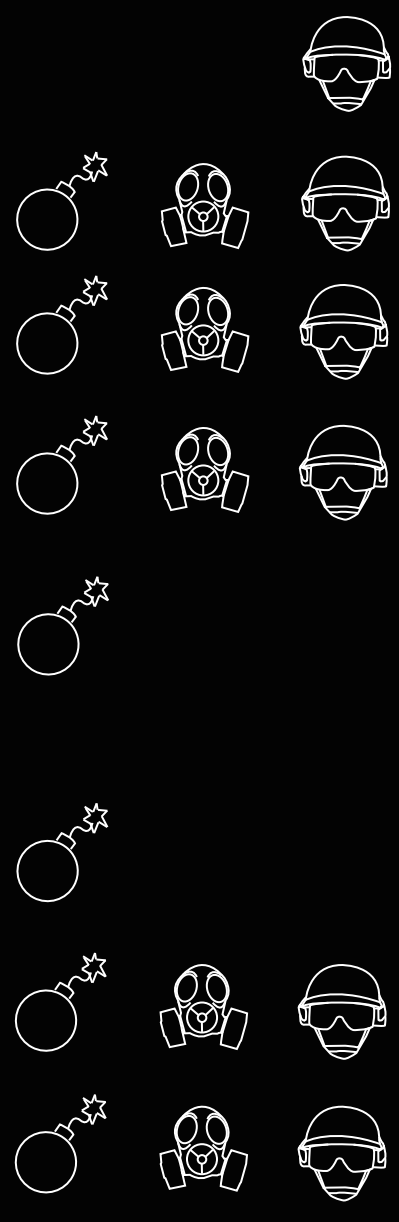
D CONTROLLER CHARGER ADAPTER CABLE – Cable that enables the operator to charge the controller from a car outlet or a BB2590 robot battery.

E MANIPULATOR ARM – Five-axis manipulator arm allows you to remotely open doors and manipulate dangerous objects up to 8 lbs. in weight. Comes with integrated color IR camera to enable visibility over tall or elevated objects (up to 30 inches in height).

F EXTENDED REACH MANIPULATOR ARM – 9" extended reach allows the robot to open knob doors and reach higher objects than the standard arm.

G EXTERNAL AUDIO/VIDEO RECEIVER – Allows for remote viewing of the robot's audio/video feed. Includes receiver unit and antenna only.

H HITCH & TRAILER – Flatbed trailer can tow up to 30 lbs. of cargo on a flat surface (or 10 lbs. up stairs). Remote latch allows you to disconnect trailer to deliver cargo.



EOD HazMat SWAT

continued on next page....

AVATAR® *III* accessories continued...

The variety of payloads available for the **AVATAR® III** allows you to **build the robot you want.**

Recommended For

I GAS AND RADIATION DETECTOR MOUNT – Integrated mount that houses any detector in the MuiltRAE family on top of the robot (see HazMat page). Allows you to view readouts on the controller's screen.



J UNIVERSAL SHOCK TUBE INITIATOR – Shock Tube Initiator that attaches to the Manipulator Arm and the Extended Reach Manipulator Arm. Activated by using the controller touchscreen to fire a recoil-less Percussion Actuated Non-electric (PAN) disruptor or any other shock tube command-initiated device, via wireless technology. This allows the operator to maintain a safe distance from the firing site.



K DIRECTIONAL ANTENNA – Directional antenna that will significantly increase the range of the robot and controller radios in both outdoor and indoor conditions.



L 900 MHZ ROBOT RADIO – Swappable radio system allows for increased indoor range when robot's built-in 2.4 GHz radio encounters interference. Decreases outdoor range slightly.



M TACTICAL DEPLOYMENT BACKPACK – Custom fitted hard-shell backpack allows you to carry the AVATAR®III (and accessories) and be mission-ready in seconds.



N CONTROLLER E-Z SLING – Custom-fitted strap that allows you to secure the controller around your neck for more comfortable handling during prolonged operational deployments.



EOD HazMat SWAT

The **AVATAR® Robots** are currently helping first responders in various different fields across the country **explore, engage, and resolve** dangerous situations like never before.





AVATAR® Robot Series Testimonials

"The RoboteX AVATAR® Robot has been nothing short of amazing. The Avatar's superior mobility, in conjunction with its durability and video transmission technology, separates it from any other tool we have used to date. Bottom line, this thing is a game changer. Our team can't say enough about this tool."

— Sgt. Troy Greene
Saint Paul Police Department SWAT Team
Saint Paul, Minnesota

"On one callout, the AVATAR® was used to clear a house and open several doors that were partially closed. On another callout, it was used to locate a subject that was fatally wounded after firing at officers. The robot is a great piece of equipment that all SWAT teams could benefit from."

— Officer Travis Ballew
Texas Rangers SWAT Team
Austin, Texas

"This robot has become extremely vital to our operations. The robot provides us with the safety and comfort of knowing that it keeps our operators our of harm's way... the RoboteX AVATAR® is priceless"

— Officer Johnny Quinones
Chicago Police Department SWAT
Chicago, Illinois

"We deployed the AVATAR® recently on a barricaded subject. The robot worked great...it climbed two sets of stairs without a problem, the two way speakers were excellent, and the bubble cam was perfect. By the way, it did scare the subjects. I had to advise them the robot would not hurt them if they just complied — it was humorous."

— Sgt. Timothy Culian
St. Louis County Police Department
St. Louis, Missouri

AVATAR®
Case Study

Oakland, California Police Department SWAT Operation

August 2011
Oakland, California



Background

After losing several officers in the line of duty, the Oakland, California Police Department SWAT team reevaluated their tactics and substantially modified thier standard operating procedures. Now, the Oakland Police Department SWAT team will not enter a residence until a RoboteX AVATAR® has cleared the area first

Event

In August 2011, the Oakland Police Department SWAT team served a search warrant on a residence. The team assigned to the operation consisted of 43 members, including a sniper team, a hostage negotiation team, a perimeter team, an entry team, support staff, a helicopter--- and an AVATAR® robot.

The team arrived at the residence at approximately 5:00 AM and took up their positions around the house. A helicopter directed its spotlight on the home and a SWAT Officer, using a loudspeaker, ordered everybody in the house to evacuate. Shortly thereafter, three persons emerged from the front door of the home and were immediately placed in custody. However, the SWAT team still did not know what was left inside the house --- guns, drugs, a bomb, or even more armed suspects waiting in ambush.

The AVATAR® Solution

The AVATAR® played a critical role in allowing the Oakland Police Department SWAT team to finish the mission safely and efficiently. A SWAT Officer drove the robot towards the home from the safety of an armored vehicle. The robot mounted a curb, sped through wet grass in the front yard, and finally climbed two stairs before entering through the home's front door. The robot proceeded to move up another staircase and through each room of the home, navigating over toppled pieces of furniture, clothing, food, and drug paraphernalia. On several occasions, the Officer activated the robot's pan-tilt-zoom camera to scan for dangerous ordnance and additional suspects. Using this method, the SWAT Officer identified several shotguns in a bedroom, and he was able to clear the rest of the house rapidly.

After completing the survey of the house with the AVATAR® robot, the SWAT team sent in their Entry Team. An Oakland Police Department SWAT Officer later testified, "Before we had your robot, the process {of clearing the house} took several hours." As a result of the robot's reconnaissance work, the Entry Team was able to proceed through the home at a rapid pace, clearing it in less than five minutes and eliminating a great deal of risk from a dangerous situation.

For the Oakland Police Department SWAT team, the AVATAR® is an essential piece of tactical equipment that has been fully incorporated into their standard operating procedures. Specifically, absent immediate life threatening circumstances, the Oakland Police Department clears open areas, commercial buildings and homes with the AVATAR® robot first.

For SWAT teams and first responders at large, the choice is clear. The RoboteX AVATAR® is easy-to-use, affordable, and reliable. It is the first set of eyes and ears on the ground. It explores dangerous situations remotely and securely. It saves time, money, and lives.

Need help buying, servicing, or operating an **AVATAR® III?** Want to test drive an **AVATAR® III?** Contact us today.

Demos

Want to see an **AVATAR® III** in action? Contact us if you want a demo at your facility, or look for us at state and national law enforcement conventions. Either way, we'll do everything we can to get a robot into your hands so you can test and evaluate its performance.

Testing & Evaluation

Want to test the robot at your department? We'll arrange a free T&E period so you can get first-hand experience operating an **AVATAR® III**. We will coordinate with you and make sure you have a robot for a training day. Contact us or visit our website at ***www.robotex.com/test-drive*** and tell us the times and dates you prefer. After that we'll contact you directly to coordinate the details. It's that simple.

Service Plan

The **AVATAR Service Plan** represents a new standard in robot service. With it, you'll never have to pay extra for service, repairs, or hardware upgrades again. For a flat yearly rate, you get your own **AVATAR® III** robot, 100% comprehensive warranty coverage, and free robot and software upgrades every three years.

Grant Assistance

We understand that applying for grants can be a time consuming process. As part of our **Grant Assistance Program,** we will assist you in finding an applicable grant, help you with your proposal, and advise you on how the process works. E-mail or call us directly for more information.

Training Packages

RoboteX training can help your team effectively deploy the **AVATAR® III** on tactical callouts. Covering both robot operation and advanced use case scenarios, our training courses are taught by veteran SWAT instructors and are customized to your team's needs. E-mail or call us directly for more information.

Customer Service

RoboteX provides the best customer service in the robotics space. Unlike many of our competitors, we include a comprehensive three year warranty and personalized service with every robot purchase. When you call us, we'll get you to a real person. We'll also get to the bottom of your problem and fix it, fast. No catches or complicated processes. Straightforward, simple, honest service — that's the **RoboteX commitment.**

GSA Advantage!®

Contract #GS-07F-0427X

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6. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Steve Camp
Date:	05/20/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Contract: Contract with Eurofins Eaton Analytical, LLC, Bio-Aquatic Testing, Inc., and TestAmerica Laboratories, Inc. for laboratory testing of water, wastewater, sludge, and soil samples - not to exceed $132,244.

STAFF RECOMMENDED ACTION:

1. Approve contracts with the following three laboratories: Eurofins Eaton Analytical, LLC, Bio-Aquatic Testing, Inc., and TestAmerica Laboratories, Inc. Each contract will be for an initial term of three years and each contract will include two annual extensions upon mutual agreement.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Water Services contracts out laboratory services for water, wastewater, sludge, and soil sampling. This includes sampling at our water sources, water treatment, and water reclamation facilities, in the distribution system, and at our permitted industries. This sampling is key to keeping our facilities in compliance with permits and federal and state regulations. Sampling analysis accuracy is the core of meeting compliance with our permitting needs.

Sampling costs make up the largest budget items outside of salaries for the Regulatory Compliance Section. It is important for Water Services to secure contracts with several laboratories to guarantee pricing and sample analysis time.

The Purchasing Section received proposals from three laboratories. Each lab proposal was evaluated and scored by five Regulatory Compliance Staff evaluators. The proposals were scored based on three criteria, each with a weighted percentage:

Evaluation Criterion A – (40%) Experience & Qualifications of Key Personnel
Evaluation Criterion B – (30%) Capacity of Offeror/Experience
Evaluation Criterion C – (30%) Fee and Price

Each laboratory that submitted a proposal offers different services and sampling methods. Likewise, each program in Regulatory Compliance (water, wastewater, and pretreatment) requires different services and analysis methods. Approving contracts with each laboratory will allow for predictable fees and analysis times to help to ensure drinking water, wastewater, and pre-treatment compliance with rules and permits.

Financial Impact:

The Regulatory Section already has the laboratory sampling in its budget. The total of all three contracts is not to exceed $132,244 each year. The new contracts will not have any additional financial impact. These contracts are budgeted in the Drinking Water Fund - Regulatory Compliance Section - in accounts 202-08-306-1081-0-4207, 202-08-306-1082-0-4207 and 202-08-306-1085-0-4207 with a total budget of $132,244 in FY 2021-22.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Actively manage and protect all environmental and natural resources.

- Testing of final treated effluent from water reclamation plants prior to discharge ensures compliance with permits and protects the health of the environment.

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

- Testing of source water and treated drinking water ensures compliance with regulations and ensures quality drinking water for residents.

Enhance the organization's fiscal stability and increase efficiency and effectiveness.

- Securing contracts with laboratories guarantees set prices for necessary laboratory analyses. Predictable pricing helps maintain fiscal stability.

Regional Plan

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

- Testing of source water, treated drinking water, and reclaim water provide the necessary data to assess this goal.

Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high quality utility services.

- Securing contracts with laboratories guarantees set prices for necessary laboratory analyses. Predictable pricing helps maintain the fiscal stability to continue to offer high quality services.

Has There Been Previous Council Decision on This:

Previous laboratory contracts were approved by council in 2010 and 2015 to secure pricing and service. The previous contracts included four laboratories to ensure that each program in Water Services was able to secure sampling options to meet permit conditions.

Options and Alternatives:

Option A - Approve the Contract with the three Contractors, for Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples testing. This will provide the City of Flagstaff Water Services an on-call contract for the Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples as needed.

Option B - Reject the Contract with the three Contracts, for Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples. This option would leave the Water Services with no contract for the Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples and would require City Staff to re-propose for the services.

Background/History:

Purchasing staff published a Request for Proposals (RFP) solicitation for Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples service in the Arizona Daily Sun on April 11 and April 18, 2021 and posted the solicitation to the City of Flagstaff's PlanetBids Website on April 5 th, 2021. On April 29th, 2021, the City received three (3) Proposals from Laboratory Testing contractors. A five-member Selection Committee consisting of City staff, reviewed and evaluated the proposals. Based upon the numerical scoring of the proposals, the Selection Committee identified the most qualified Firms for the Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples to be recommended for the Project. The committee choose Bio-Aquatic Testing, TestAmerica Laboratories, Inc. and Eurofins Eaton Analytical, LLC. Final scores of all firms are as followed:

Bio-Aquatic Testing – 448
TestAmerica Laboratories, Inc. – 476
Eurofins Eaton Analytical, LLC – 483

Key Considerations:

The areas covered under this Contract support the goals and operations of the Water Services Regulatory Compliance Section, and reduce the City of Flagstaff liability through safe, timely and cost-effective Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples Testing.

Attachments:

Bio-Aquatic Contract
Bio-Aquatic Contract Attachment A
Eurofin Contract
Eurofin Contract Attachment A
TestAmerica Contract
TestAmerica Contract Attachment A

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-73

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Bio-Aquatic Testing, Inc., a Texas corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

   Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples

   and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: Payment to the Contractor for the materials and/or services as described in the Scope of Work made in accordance with the **FEE SCHEDULE** attached hereto as *Attachment A*.

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, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of three (3) years, commencing on _____, 2021 and continuing through _____, 2024 with the option for two (2) one-year extensions.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Emily Markel	Andy Solomon
City of Flagstaff	Bio-Aquatic Testing, Inc.
211 W. Aspen	2501 Mayes Rd. Ste. 100
Flagstaff, AZ 86001	Carrollton, Texas 75006
emarkel@flagstaffaz.gov	asolomon@bio-aquatic.com

With a copy to:
Krista Snow
Water Services
City of Flagstaff
4500 S Lake Mary Rd
Flagstaff, AZ 86005
KSnow@flagstaffaz.gov

With a copy to:
Jolene Montoya
Water Services
City of Flagstaff
2323 N Walgreens Street, Suite 1
Flagstaff, AZ 86004
Jolene.Montoya@flagstaffaz.gov

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

Bio-Aquatic Testing, Inc.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2021

EXHIBIT A

SCOPE OF WORK

PURPOSE

Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a Contract for:

LABORATORY TESTING OF WATER, WASTEWATER, SLUDGE AND SOIL SAMPLES

The City is seeking proposals from qualified Contractors for providing Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples. The successful Contractor shall be an approved Contractor for the equipment or services being recommended.

BACKGROUND

The City of Flagstaff Water Services Department is responsible for keeping all water safe for citizen consumption and use. This requires extensive testing to ensure Flagstaff water complies with all standards required by the Safe Drinking Water Act (SDWA) as well as meeting the U.S. Environmental Protection Agency (EPA) and all other applicable standards as set by the State of Arizona. Water Services is also responsible for meeting the Arizona Pollution Discharge Elimination System (AZPDES) and Arizona Pollution Prevention (APP) permits associated with effluent from the water reclamation plants.

The testing services being sought are required for the City's Industrial Pretreatment Monitoring, Wastewater Treatment, Reclaimed Water Treatment, Potable Water Treatment facilities, and Environmental Management area. All APP and AZPDES Permits obtained by the City are available upon request.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS:

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, licensing standards, and ordinances, regardless of whether or not they are referred to by the City in this document.

AUTHORIZED CHANGES:

The City reserves the right to request a change for any of the following:

a. Specifications of testing methods
b. Methods of shipment or packing
c. Place of delivery
d. Time of delivery
e. Quantities

LOSS OF OR CHANGE IN STATUS OF LICENSURE:

Loss of licensure shall be reported to the City within one (1) business day of occurrence. Change in the status of **any** portion of licensure **shall** be reported to the City in writing within five (5) working days. This written report shall include:

a. Cause of loss/change of licensure,
b. Interim corrective measures being undertaken, with time frame,
c. Long range plan of action

PURPOSE AND OBJECTIVE:

1. The Contractor agrees to supply new properly prepared and preserved sample collection bottles, trip/travel blanks, submittal forms, transportation ice chests, and shipping labels. Costs for these items are included in the cost of the analysis. No separate additional costs for these items will be allowed. Clean, fresh labels shall be affixed to each sample bottle. The labels shall clearly indicate information requested.

2. All sample bottles and/or containers shall be cleaned and prepared to EPA specifications prior to delivery to the City. The Contractor shall subject all sample bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

3. The City will maintain chain of custody until delivery to the laboratory.

4. It is desirable that the Contractor perform all analyses on-site at their facility within the specified delivery times under "Analysis Reporting." Failure on the part of the Contractor to perform in the specified time period may result in a cancellation of the Contract.

5. The Contractor agrees to provide alternate methods of testing for a parameter or parameters when favorable to the City, and meets the requirements of the regulatory agencies; the Contractor may qualify their offer by listing the alternate method.

6. The City reserves the right to split samples with other laboratories. If the Contractor results differ from the results of other laboratories, both labs will be required to investigate and provide to the City a written explanation of the cause.

7. The City reserves the right to request a visit and inspection of the Contractor's laboratory facility in order to ensure that the Contractor has the necessary equipment and qualifications to perform the required testing.

8. The Contractor shall submit a written statement attesting to their Quality Assurance Plan and Quality Control Plan, with details regarding the adoption date and any revision dates. The Contractor's response is limited to two pages for each plan. The City of Flagstaff reserves the right to request electronic versions of such Plans at any time during the evaluation process or during the term of the contract.

9. The Contractor agrees to cover all costs associated with repeat sampling and analyses due to Contractor laboratory error when hold times are exceeded or laboratory QA/QC results preclude acceptance of sample results by EPA or ADEQ.

10. Safety Data Sheets (SDS) for preservatives included in sample bottles will not be required.

ANALYSIS REPORTING:

1. Written reports are to be returned to the City within twenty (20) working days for routine and non-routine analysis; and three (3) working days for rush analysis, after samples are received by the Contractor. The Contractor agrees to provide a copy of the Level "2QC" report data with sample reports which shall contain:
    - A list of sample numbers analyzed and a run chronology.
    - A written report that details any problems associated with the analysis of the samples.
    - A detailed written description of any approved modifications to the procedures specified in the referenced method that were used during the performance of the study.
    - Summary reports of all analytical results in hardcopy and electronic data format. The summary report must contain a summary of analytical results for all QC and field samples. For the IPR analysis, the spiking level, individual results of the four replicates, and the mean recovery and relative standard deviation of the four replicates must be reported. For the OPR, QCS and calibration verification analysis, the true (or expected) concentration of the QC sample, the measured concentration, and the percent recovery must be reported. For MS/MSD analyses, the background concentration of the field sample, the spiking level, the individual results of the MS and MSD analyses, the percent recovery for the MS and MSD, the average concentration found in the MS/MSD samples, and the RPD between the MS and MSD should be reported. The results for all other QC, including calibration and blanks, also must be reported.

2. The Contractor agrees to provide analysis sample results to the City in electronic data transfer (EDT) format (PDF format) and/or electronic data deliverable (EDD) for database management systems. Preliminary and final analytical results shall be submitted in Electronic Data Transfer format (PDF format) within ten (10) days of completion of sampling and/or within the timeframe as agreed upon by both parties. Rush analysis shall be submitted within three (3) days.

3. The Contractor shall stipulate under separate cover what routine analyses take longer than ten (10) working days for routine analysis with complete explanation for delay.

4. The Contractor shall maintain documentation of all raw and final data and supporting quality control data for chemical results in accordance with Title 9, Chapter 14, ARS.

5. Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date or EDT of final analysis report. Test samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary.

6. The Contractor shall not disclose data or disseminate the contents of any preliminary or final report without express written permission of the City.

7. The Contractor shall maintain the integrity of the City's samples at all times.

8. State and/or EPA compliance reporting forms will be completed and submitted to the City, at no additional charge.

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:** At Contractor's expense, Contractor 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.

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 CONTRACT: 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 to 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.

67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

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

   e. Professional Liability $2,000,000

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:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2021-73
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 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.

ATTACHMENT A – FEE SCHEDULE

FEE AND PRICE SCHEDULE

Parameter		Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
1.VOC Compounds					
624 & Ac/Ac & CEVE		60	N/A		
BTEX Compounds		3			
2. Semi Volatile Compounds					
Method 8270		3			
Method 625		23			
Method 525.2		11			
3. Pesticides/PCB/Herbicides					
Method 608		32			
Method 8080 (8081 & 8082)		5			
Method 531		4			
Method 515		7			
Method 504		5			
Method 547/ 548 / 549		9			
Method 8150 (8151)		2			
Method 8140 (8441)		2			
4. Oil & Grease					
1664A-HEM		29			
5. Hydrocarbons					
Method 8240/8260		5			
Method 8310 PAH		2			
Method 418.1 (1664A-SGT)		21			
6. Metals (Total) (Recoverable) (200.7 /200.8 /6010 / 6020)					
Antimony		36			
Arsenic		43			
Barium		33			
Beryllium		36			
Boron		23			
Cadmium		37			
Calcium		27			
Chromium		43			
Chromium 6		Unknown			
Copper		53			

Parameter		Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
Iron		27	NO BID		
Lead		48			
Magnesium		28			
Mercury		30			
Manganese		23			
Molybdenum		1			
Nickel		43			
Selenium		45			
Silver		29			
Sodium		9			
Thallium		36			
Uranium		2			
Zinc		28			
Metals Digestion		30+			
7. Physical Properties					
Alkalinity (2320B)		12			
Total Organic Carbon (5310C)		24			
Total Dissolved Solids		33			
Total Suspended Solids		21			
Biological Oxygen Demand		21			
8. Microbiology					
Total Toxicity Bio-Assay		3	895	895	BIO-AQUATIC
Algae Identification		2	795	795	BIO-AQUATIC
9. Other					
Asbestos		2	NO BID		
Bromide		21			
Chlorite		36			
Cyanide (Amenable)		1			
Cyanide (Non-Amenable)		2			
Cyanide (Total)		43			
Dioxins (Method 1613 for 2,3,7,8-TCDD)		21			
Fluoride		30			
Nitrite-N		7			
Nitrate-N		14			

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
Nitrate/Nitrite as N (preserved)	46	NO BID		
Ammonia	22			
Total Kjeldahl Nitrogen	57			
PFOS/PFOA (533)	Unknown			
Phosphate	5			
Total Phosphorus	21			
Sulfide	26			
Tributyltin	2			
10. Drinking Water Test Suites				
Test suites are to include all compounds and methods to comply with State of AZ requirements for the SDWA.				
Detection limits must be less than or equal to the Federal MDL and comply with State of AZ requirements for the SDWA.				
DBPs (TTHM/HAA5)	32			
Regulated IOC Test Suite, Full	3			
Regulated VOC Test Suite, Full	9			
Regulated SOC Test Suite, Full	8			
Regulated Radio Chemicals Test Suite, Full	3			
UCMR5, Full	3			

ANNUAL PRICE PROPOSAL SUMMARY

Group 1	Volatile Organic Compounds	$ NO BID
Group 2	Semi-Volatile Compounds	$ NO BID
Group 3	Pesticides/PCB/Herbicides	$ NO BID
Group 4	Oil & Grease	$ NO BID
Group 5	Hydrocarbons	$ NO BID
Group 6	Metals (Total)	$ NO BID
Group 7	Physical Properties	$ NO BID
Group 8	Microbiology	$ 4,275
Group 9	Other	$ NO BID
Group 10	Drinking Water Test Suites	$ NO BID

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-73

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Eurofins Eaton Analytical, LLC, a California Limited Liability Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

   Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples

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

2. Compensation: Payment to the Contractor for the materials and or services as described in the Scope of Work made in accordance with the **FEED SCHEDULE** attached hereto as *Attachment A*.

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, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of three (3) years, commencing on _____, 2021 and continuing through _____, 2024 with the option for two (2) one-year extensions.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:
Brad Cahoon
Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive
Suite 100
Monrovia, California 91016
Bradley.Cahoon@eurofinset.com

With a copy to:
Krista Snow
Water Services
City of Flagstaff
4500 S Lake Mary Rd
Flagstaff, AZ 86005
KSnow@flagstaffaz.gov

With a copy to:
Jolene Montoya
Water Services
City of Flagstaff
2323 N Walgreens Street, Suite 1
Flagstaff, AZ 86004
Jolene.Montoya@flagstaffaz.gov

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

Eurofins Eaton Analytical, LLC:

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2021

EXHIBIT A

SCOPE OF WORK

PURPOSE

Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a Contract for:

LABORATORY TESTING OF WATER, WASTEWATER, SLUDGE AND SOIL SAMPLES

The City is seeking proposals from qualified Contractors for providing Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples. The successful Contractor shall be an approved Contractor for the equipment or services being recommended.

BACKGROUND

The City of Flagstaff Water Services Department is responsible for keeping all water safe for citizen consumption and use. This requires extensive testing to ensure Flagstaff water complies with all standards required by the Safe Drinking Water Act (SDWA) as well as meeting the U.S. Environmental Protection Agency (EPA) and all other applicable standards as set by the State of Arizona. Water Services is also responsible for meeting the Arizona Pollution Discharge Elimination System (AZPDES) and Arizona Pollution Prevention (APP) permits associated with effluent from the water reclamation plants.

The testing services being sought are required for the City's Industrial Pretreatment Monitoring, Wastewater Treatment, Reclaimed Water Treatment, Potable Water Treatment facilities, and Environmental Management area. All APP and AZPDES Permits obtained by the City are available upon request.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS:

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, licensing standards, and ordinances, regardless of whether or not they are referred to by the City in this document.

AUTHORIZED CHANGES:

The City reserves the right to request a change for any of the following:

a. Specifications of testing methods
b. Methods of shipment or packing
c. Place of delivery
d. Time of delivery
e. Quantities

LOSS OF OR CHANGE IN STATUS OF LICENSURE:

Loss of licensure shall be reported to the City within one (1) business day of occurrence. Change in the status of **any** portion of licensure **shall** be reported to the City in writing within five (5) working days. This written report shall include:

a. Cause of loss/change of licensure,
b. Interim corrective measures being undertaken, with time frame,
c. Long range plan of action

PURPOSE AND OBJECTIVE:

1. The Contractor agrees to supply new properly prepared and preserved sample collection bottles, trip/travel blanks, submittal forms, transportation ice chests, and shipping labels. Costs for these items are included in the cost of the analysis. No separate additional costs for these items will be allowed. Clean, fresh labels shall be affixed to each sample bottle. The labels shall clearly indicate information requested.

2. All sample bottles and/or containers shall be cleaned and prepared to EPA specifications prior to delivery to the City. The Contractor shall subject all sample bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

3. The City will maintain chain of custody until delivery to the laboratory.

4. It is desirable that the Contractor perform all analyses on-site at their facility within the specified delivery times under "Analysis Reporting." Failure on the part of the Contractor to perform in the specified time period may result in a cancellation of the Contract.

5. The Contractor agrees to provide alternate methods of testing for a parameter or parameters when favorable to the City, and meets the requirements of the regulatory agencies; the Contractor may qualify their offer by listing the alternate method.

6. The City reserves the right to split samples with other laboratories. If the Contractor results differ from the results of other laboratories, both labs will be required to investigate and provide to the City a written explanation of the cause.

7. The City reserves the right to request a visit and inspection of the Contractor's laboratory facility in order to ensure that the Contractor has the necessary equipment and qualifications to perform the required testing.

8. The Contractor shall submit a written statement attesting to their Quality Assurance Plan and Quality Control Plan, with details regarding the adoption date and any revision dates. The Contractor's response is limited to two pages for each plan. The City of Flagstaff reserves the right to request electronic versions of such Plans at any time during the evaluation process or during the term of the contract.

9. The Contractor agrees to cover all costs associated with repeat sampling and analyses due to Contractor laboratory error when hold times are exceeded or laboratory QA/QC results preclude acceptance of sample results by EPA or ADEQ.

10. Safety Data Sheets (SDS) for preservatives included in sample bottles will not be required.

ANALYSIS REPORTING:

1. Written reports are to be returned to the City within twenty (20) working days for routine and non-routine analysis; and three (3) working days for rush analysis, after samples are received by the Contractor. The Contractor agrees to provide a copy of the Level "2QC" report data with sample reports which shall contain:
    - A list of sample numbers analyzed and a run chronology.
    - A written report that details any problems associated with the analysis of the samples.
    - A detailed written description of any approved modifications to the procedures specified in the referenced method that were used during the performance of the study.
    - Summary reports of all analytical results in hardcopy and electronic data format. The summary report must contain a summary of analytical results for all QC and field samples. For the IPR analysis, the spiking level, individual results of the four replicates, and the mean recovery and relative standard deviation of the four replicates must be reported. For the OPR, QCS and calibration verification analysis, the true (or expected) concentration of the QC sample, the measured concentration, and the percent recovery must be reported. For MS/MSD analyses, the background concentration of the field sample, the spiking level, the individual results of the MS and MSD analyses, the percent recovery for the MS and MSD, the average concentration found in the MS/MSD samples, and the RPD between the MS and MSD should be reported. The results for all other QC, including calibration and blanks, also must be reported.

2. The Contractor agrees to provide analysis sample results to the City in electronic data transfer (EDT) format (PDF format) and/or electronic data deliverable (EDD) for database management systems. Preliminary and final analytical results shall be submitted in Electronic Data Transfer format (PDF format) within ten (10) days of completion of sampling and/or within the timeframe as agreed upon by both parties. Rush analysis shall be submitted within three (3) days.

3. The Contractor shall stipulate under separate cover what routine analyses take longer than ten (10) working days for routine analysis with complete explanation for delay.

4. The Contractor shall maintain documentation of all raw and final data and supporting quality control data for chemical results in accordance with Title 9, Chapter 14, ARS.

5. Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date or EDT of final analysis report. Test samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary.

6. The Contractor shall not disclose data or disseminate the contents of any preliminary or final report without express written permission of the City.

7. The Contractor shall maintain the integrity of the City's samples at all times.

8. State and/or EPA compliance reporting forms will be completed and submitted to the City, at no additional charge.

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:** At Contractor's expense, Contractor 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.

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 CONTRACT: 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 to 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.

67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

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

   e. Professional Liability $2,000,000

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:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2021-73
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 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.

ATTACHMENT A – FEE SCHEDULE

FEE AND PRICE SCHEDULE

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
1.VOC Compounds				
624 & Ac/Ac & CEVE	60	NB	NB	NB
BTEX Compounds	3	NB	NB	NB
2. Semi Volatile Compounds				
Method 8270	3	NB	NB	NB
Method 625	23	NB	NB	NB
Method 525.2	11	$200	$300	Eurofins Eaton
3. Pesticides/PCB/Herbicides				
Method 608	32	NB	NB	NB
Method 8080 (8081 & 8082)	5	NB	NB	NB
Method 531	4	$90	$135	Eurofins Eaton
Method 515	7	$100	$150	Eurofins Eaton
Method 504	5	$50	$75	Eurofins Eaton
Method 547/ 548 / 549	9	$90 each	$135 each	Eurofins Eaton
Method 8150 (8151)	2	NB	NB	NB
Method 8140 (8441)	2	NB	NB	NB
4. Oil & Grease				
1664A-HEM	29	NB	NB	NB
5. Hydrocarbons				
Method 8240/8260	5	NB	NB	NB
Method 8310 PAH	2	NB	NB	NB
Method 418.1 (1664A-SGT)	21	NB	NB	NB
6. Metals (Total) (Recoverable) (200.7 /200.8 /6010 / 6020)				
Antimony	36	$6	$9	Eurofins Eaton
Arsenic	43	$6	$9	Eurofins Eaton
Barium	33	$6	$9	Eurofins Eaton
Beryllium	36	$6	$9	Eurofins Eaton
Boron	23	$6	$9	Eurofins Eaton
Cadmium	37	$6	$9	Eurofins Eaton
Calcium	27	$6	$9	Eurofins Eaton
Chromium	43	$6	$9	Eurofins Eaton
Chromium 6	Unknown	$75	$115.00	Eurofins Eaton
Copper	53	$6	$9	Eurofins Eaton

FEE AND PRICE SCHEDULE

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
Iron	27	$6	$9	Eurofins Eaton
Lead	48	$6	$9	Eurofins Eaton
Magnesium	28	$6	$9	Eurofins Eaton
Mercury	30	$6	$9	Eurofins Eaton
Manganese	23	$6	$9	Eurofins Eaton

Molybdenum	1	$6	$9	Eurofins Eaton
Nickel	43	$6	$9	Eurofins Eaton
Selenium	45	$6	$9	Eurofins Eaton
Silver	29	$6	$9	Eurofins Eaton
Sodium	9	$6	$9	Eurofins Eaton
Thallium	36	$6	$9	Eurofins Eaton
Uranium	2	$6	$9	Eurofins Eaton
Zinc	28	$6	$9	Eurofins Eaton
Metals Digestion	30+	NB	NB	NB
7. Physical Properties				
Alkalinity (2320B)	12	$15	$23	Eurofins Eaton
Total Organic Carbon (5310C)	24	$40	$60	Eurofins Eaton
Total Dissolved Solids	33	$15	$23	Eurofins Eaton
Total Suspended Solids	21	$15	$23	Eurofins Eaton
Biological Oxygen Demand	21	NB	NB	NB
8. Microbiology				
Total Toxicity Bio-Assay	3	NB	NB	NB
Algae Identification	2	$200	$300	Eurofins Eaton
9. Other				
Asbestos	2	$125	$190	Eurofins Eaton
Bromide	21	$25	$38	Eurofins Eaton
Chlorite	36	$50	$75	Eurofins Eaton
Cyanide (Amenable)	1	$40	$60	Eurofins Eaton
Cyanide (Non-Amenable)	2	$40	$60	Eurofins Eaton
Cyanide (Total)	43	$40	$60	Eurofins Eaton
Dioxins (Method 1613 for 2,3,7,8-TCDD)	21	$225	$338	Eurofins Eaton
Fluoride	30	$15	$23	Eurofins Eaton
Nitrite-N	7	$15	$23	Eurofins Eaton
Nitrate-N	14	$15	$23	Eurofins Eaton

Parameter	**Est. # Analyses Per Year**	**Cost Per Service**	**Emergency Cost**	**Lab Performing Analysis**
Nitrate/Nitrite as N (preserved)	46	NB	NB	NB
Ammonia	22	NB	NB	NB
Total Kjeldahl Nitrogen	57	NB	NB	NB
PFOS/PFOA (533)	Unknown	$350	$525	Eurofins Eaton
Phosphate	5	$20	$30	Eurofins Eaton
Total Phosphorus	21	$25	$38	Eurofins Eaton
Sulfide	26	NB	NB	NB
Tributyltin	2	NB	NB	NB
10. Drinking Water Test Suites				
Test suites are to include all compounds and methods to comply with State of AZ requirements for the SDWA.				
Detection limits must be less than or equal to the Federal MDL and comply with State of AZ requirements for the SDWA.				
DBPs (TTHM/HAA5)	32	$130	$195	Eurofins Eaton
Regulated IOC Test Suite, Full	3	$80	$120	Eurofins Eaton
Regulated VOC Test Suite, Full	9	$80	$120	Eurofins Eaton

Regulated SOC Test Suite, Full	8	$1 010	$1 590	Eurofins Eaton
Regulated Radio Chemicals Test Suite, Full	3	$285	$338	Eurofins Eaton
UCMR5, Full	3	$630	$945	Eurofins Eaton

ANNUAL PRICE PROPOSAL SUMMARY

Group 1	Volatile Organic Compounds	$NB
Group 2	Semi-Volatile Compounds	$2,200.00
Group 3	Pesticides/PCB/Herbicides	$3,740.00
Group 4	Oil & Grease	$NB
Group 5	Hydrocarbons	$NB
Group 6	Metals (Total)	$4,155.00
Group 7	Physical Properties	$1,950.00
Group 8	Microbiology	$400.00
Group 9	Other	$10,880.00
Group 10	Drinking Water Test Suites	$15,945.00

FEE AND PRICE SCHEDULE

GENERAL PRICING SCHEDULE

Define “After-hours” emergency call back hours:
Between 5 a.m./p.m 8 a.m./p.m.

Price per hour for “After-hours” emergency call back $ No Charge

Company Name Eurofins Eaton Analytical, LLC

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2021-73

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and TestAmerica Laboratories, Inc., DBA Eurofins Testamerica, an Ohio C Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

   Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples

   and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: Payment to the Contractor for the materials and or services as described in the Scope of Work, made in accordance with the **FEE SCHEDULE** attached hereto as *Attachment A*.

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, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of three (3) years, commencing on _____, 2021 and continuing through _____, 2024 with the option for two (2) one-year extensions.

6. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:
Violet Fanning
TestAmerica Laboratories, Inc.
4625 East Cotton Center Blvd, Suite 189
Phoenix, Arizona 85040
Monrovia, California 91016
taregistration@eurofinset.com

With a copy to:
Krista Snow
Water Services
City of Flagstaff
4500 S Lake Mary Rd
Flagstaff, AZ 86005
KSnow@flagstaffaz.gov

With a copy to:
Jolene Montoya
Water Services
City of Flagstaff
2323 N Walgreens Street, Suite 1
Flagstaff, AZ 86004
Jolene.Montoya@flagstaffaz.gov

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

TestAmerica Laboratories, Inc.:

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 2021

EXHIBIT A

SCOPE OF WORK

PURPOSE

Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a Contract for:

LABORATORY TESTING OF WATER, WASTEWATER, SLUDGE AND SOIL SAMPLES

The City is seeking proposals from qualified Contractors for providing Laboratory Testing of Water, Wastewater, Sludge, and Soil Samples. The successful Contractor shall be an approved Contractor for the equipment or services being recommended.

BACKGROUND

The City of Flagstaff Water Services Department is responsible for keeping all water safe for citizen consumption and use. This requires extensive testing to ensure Flagstaff water complies with all standards required by the Safe Drinking Water Act (SDWA) as well as meeting the U.S. Environmental Protection Agency (EPA) and all other applicable standards as set by the State of Arizona. Water Services is also responsible for meeting the Arizona Pollution Discharge Elimination System (AZPDES) and Arizona Pollution Prevention (APP) permits associated with effluent from the water reclamation plants.

The testing services being sought are required for the City's Industrial Pretreatment Monitoring, Wastewater Treatment, Reclaimed Water Treatment, Potable Water Treatment facilities, and Environmental Management area. All APP and AZPDES Permits obtained by the City are available upon request.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS:

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, licensing standards, and ordinances, regardless of whether or not they are referred to by the City in this document.

AUTHORIZED CHANGES:

The City reserves the right to request a change for any of the following:

a. Specifications of testing methods
b. Methods of shipment or packing
c. Place of delivery
d. Time of delivery
e. Quantities

LOSS OF OR CHANGE IN STATUS OF LICENSURE:

Loss of licensure shall be reported to the City within one (1) business day of occurrence. Change in the status of **any** portion of licensure **shall** be reported to the City in writing within five (5) working days. This written report shall include:

a. Cause of loss/change of licensure,
b. Interim corrective measures being undertaken, with time frame,
c. Long range plan of action

PURPOSE AND OBJECTIVE:

1. The Contractor agrees to supply new properly prepared and preserved sample collection bottles, trip/travel blanks, submittal forms, transportation ice chests, and shipping labels. Costs for these items are included in the cost of the analysis. No separate additional costs for these items will be allowed. Clean, fresh labels shall be affixed to each sample bottle. The labels shall clearly indicate information requested.

2. All sample bottles and/or containers shall be cleaned and prepared to EPA specifications prior to delivery to the City. The Contractor shall subject all sample bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

3. The City will maintain chain of custody until delivery to the laboratory.

4. It is desirable that the Contractor perform all analyses on-site at their facility within the specified delivery times under "Analysis Reporting." Failure on the part of the Contractor to perform in the specified time period may result in a cancellation of the Contract.

5. The Contractor agrees to provide alternate methods of testing for a parameter or parameters when favorable to the City, and meets the requirements of the regulatory agencies; the Contractor may qualify their offer by listing the alternate method.

6. The City reserves the right to split samples with other laboratories. If the Contractor results differ from the results of other laboratories, both labs will be required to investigate and provide to the City a written explanation of the cause.

7. The City reserves the right to request a visit and inspection of the Contractor's laboratory facility in order to ensure that the Contractor has the necessary equipment and qualifications to perform the required testing.

8. The Contractor shall submit a written statement attesting to their Quality Assurance Plan and Quality Control Plan, with details regarding the adoption date and any revision dates. The Contractor's response is limited to two pages for each plan. The City of Flagstaff reserves the right to request electronic versions of such Plans at any time during the evaluation process or during the term of the contract.

9. The Contractor agrees to cover all costs associated with repeat sampling and analyses due to Contractor laboratory error when hold times are exceeded or laboratory QA/QC results preclude acceptance of sample results by EPA or ADEQ.

10. Safety Data Sheets (SDS) for preservatives included in sample bottles will not be required.

ANALYSIS REPORTING:

1. Written reports are to be returned to the City within twenty (20) working days for routine and non-routine analysis; and three (3) working days for rush analysis, after samples are received by the Contractor. The Contractor agrees to provide a copy of the Level "2QC" report data with sample reports which shall contain:
    - A list of sample numbers analyzed and a run chronology.
    - A written report that details any problems associated with the analysis of the samples.
    - A detailed written description of any approved modifications to the procedures specified in the referenced method that were used during the performance of the study.
    - Summary reports of all analytical results in hardcopy and electronic data format. The summary report must contain a summary of analytical results for all QC and field samples. For the IPR analysis, the spiking level, individual results of the four replicates, and the mean recovery and relative standard deviation of the four replicates must be reported. For the OPR, QCS and calibration verification analysis, the true (or expected) concentration of the QC sample, the measured concentration, and the percent recovery must be reported. For MS/MSD analyses, the background concentration of the field sample, the spiking level, the individual results of the MS and MSD analyses, the percent recovery for the MS and MSD, the average concentration found in the MS/MSD samples, and the RPD between the MS and MSD should be reported. The results for all other QC, including calibration and blanks, also must be reported.

2. The Contractor agrees to provide analysis sample results to the City in electronic data transfer (EDT) format (PDF format) and/or electronic data deliverable (EDD) for database management systems. Preliminary and final analytical results shall be submitted in Electronic Data Transfer format (PDF format) within ten (10) days of completion of sampling and/or within the timeframe as agreed upon by both parties. Rush analysis shall be submitted within three (3) days.

3. The Contractor shall stipulate under separate cover what routine analyses take longer than ten (10) working days for routine analysis with complete explanation for delay.

4. The Contractor shall maintain documentation of all raw and final data and supporting quality control data for chemical results in accordance with Title 9, Chapter 14, ARS.

5. Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date or EDT of final analysis report. Test samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary.

6. The Contractor shall not disclose data or disseminate the contents of any preliminary or final report without express written permission of the City.

7. The Contractor shall maintain the integrity of the City's samples at all times.

8. State and/or EPA compliance reporting forms will be completed and submitted to the City, at no additional charge.

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:** At Contractor's expense, Contractor 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.

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 CONTRACT: 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 to 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.

67. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

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

   e. Professional Liability $2,000,000

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:

   Attention: Emily Markel, Senior Procurement Specialist
   Contract No. 2021-73
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 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.

ATTACHMENT A – FEE SCHEDULE

FEE AND PRICE SCHEDULE

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
1.VOC Compounds				
624 & Ac/Ac & CEVE	60	$105	*	Calscience Irvine
BTEX Compounds	3	$55	*	ETAL Phoenix
2. Semi Volatile Compounds				
Method 8270	3	$145	*	ETAL Phoenix
Method 625	23	$145	*	ETAL Phoenix
Method 525.2	11	no bid		
3. Pesticides/PCB/Herbicides				
Method 608 (pesticides & PCBs)	32	$90 / $50	*	ETAL Phoenix
Method 8080 (8081 & 8082)	5	$90 / $50	*	ETAL Phoenix
Method 531	4	no bid		
Method 515	7	no bid		
Method 504	5	no bid		
Method 547/ 548 / 549	9	no bid		
Method 8150 (8151)	2	$160	*	ETAL Denver
Method 8140 (8441)	2	no bid		
4. Oil & Grease				
1664A-HEM	29	$50	*	ETAL Denver
5. Hydrocarbons				
Method 8240/8260 8260 only	5	$65	*	ETAL Phoenix
Method 8310 PAH 8270 SIM	2	$95	*	ETAL Phoenix
Method 418.1 (1664A-SGT) 1664 only	21	$50	*	ETAL Denver
6. Metals (Total) (Recoverable) (200.7 /200.8 /6010 / 6020)				
Antimony	36	$8	*	ETAL Phoenix
Arsenic	43	$8	*	ETAL Phoenix
Barium	33	$8	*	ETAL Phoenix
Beryllium	36	$8	*	ETAL Phoenix
Boron	23	$8	*	ETAL Phoenix
Cadmium	37	$8	*	ETAL Phoenix
Calcium	27	$8	*	ETAL Phoenix
Chromium	43	$8	*	ETAL Phoenix
Chromium 6 SM 3500	Unknown	$40	*	ETAL Phoenix
Copper	53	$8	*	ETAL Phoenix

Each sample subject to $2.50 Safe and Environmentally Responsible Waste Management Fee.

FEE AND PRICE SCHEDULE

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
Iron	27	$8	*	ETAL Phoenix
Lead	48	$8	*	ETAL Phoenix
Magnesium	28	$8	*	ETAL Phoenix
Mercury	30	$25	*	ETAL Phoenix
Manganese	23	$8	*	ETAL Phoenix
Molybdenum	1	$8	*	ETAL Phoenix
Nickel	43	$8	*	ETAL Phoenix
Selenium	45	$8	*	ETAL Phoenix
Silver	29	$8	*	ETAL Phoenix
Sodium	9	$8	*	ETAL Phoenix
Thallium	36	$8	*	ETAL Phoenix
Uranium	2	$8	*	ETAL Phoenix
Zinc	28	$8	*	ETAL Phoenix
Metals Digestion	30+	$7	*	ETAL Phoenix
7. Physical Properties				
Alkalinity (2320B)	12	$20	*	ETAL Phoenix
Total Organic Carbon (5310C)	24	$40	*	ETAL Phoenix
Total Dissolved Solids	33	$20	*	ETAL Phoenix
Total Suspended Solids	21	$15	*	ETAL Phoenix
Biological Oxygen Demand	21	$40	*	ETAL Phoenix
8. Microbiology				
Total Toxicity Bio-Assay	3	no bid		
Algae Identification	2	no bid		
9. Other				
Asbestos	2	no bid		
Bromide	21	$20	*	ETAL Phoenix
Chlorite	36	$30	*	ETAL Phoenix
Cyanide (Amenable)	1	$40	*	ETAL Phoenix
Cyanide (Non-Amenable)	2	$40	*	ETAL Phoenix
Cyanide (Total)	43	$40	*	ETAL Phoenix
Dioxins (Method 1613 for 2,3,7,8-TCDD)	21	$455	*	ETAL Sacramento
Fluoride	30	$20	*	ETAL Phoenix
Nitrite-N	7	$20	*	ETAL Phoenix
Nitrate-N	14	$20	*	ETAL Phoenix

Each sample subject to $2.50 Safe and Environmentally Responsible Waste Management Fee.

Parameter	Est. # Analyses Per Year	Cost Per Service	Emergency Cost	Lab Performing Analysis
Nitrate/Nitrite as N (preserved) by 300.0	46	$20	*	ETAL Phoenix
Ammonia	22	$35	*	ETAL Phoenix
Total Kjeldahl Nitrogen	57	$35	*	ETAL Phoenix
PFOS/PFOA (533)	Unknown	$300	*	ETAL Sacramento
Phosphate as Orthophosphate by 300.0	5	$20	*	ETAL Phoenix
Total Phosphorus	21	$35	*	ETAL Phoenix
Sulfide	26	$35	*	ETAL Phoenix
Tributyltin	2	$240	N/A	Eurofins Frontier
10. Drinking Water Test Suites				
Test suites are to include all compounds and methods to comply with State of AZ requirements for the SDWA.				
Detection limits must be less than or equal to the Federal MDL and comply with State of AZ requirements for the SDWA.				
DBPs (TTHM/HAA5)	32	no bid		
Regulated IOC Test Suite, Full	3	no bid		
Regulated VOC Test Suite, Full	9	no bid		
Regulated SOC Test Suite, Full	8	no bid		
Regulated Radio Chemicals Test Suite, Full	3	no bid		
UCMR5, Full	3	no bid		

Each sample subject to $2.50 Safe and Environmentally Responsible Waste Management Fee.

* Rush Surcharge Fee Schedule is as follows:
5 BD - 30%
4 BD - 45%
3 BD - 60%
2 BD - 75%
1 BD - 100%

ANNUAL PRICE PROPOSAL SUMMARY

Group 1	Volatile Organic Compounds	$ 160	
Group 2	Semi-Volatile Compounds	$ 440	does not include 525.2
Group 3	Pesticides/PCB/Herbicides	$ 380	does not include 531, 515, 504, 547, 548, 549, 8141
Group 4	Oil & Grease	$ 50	
Group 5	Hydrocarbons	$ 210	
Group 6	Metals (Total)	$ 240	
Group 7	Physical Properties	$ 115	
Group 8	Microbiology	$ No Bid	
Group 9	Other	$ 1405	does not include Asbestos
Group 10	Drinking Water Test Suites	$ No Bid	

Each sample subject to $2.50 Safe and Environmentally Responsible Waste Management Fee.

6. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Mansfield, Police Lieutenant
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/09/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and approval of Grant Agreement: To the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for the Edward Byrne Justice Assistance Grant funds in the amount of $283,494.00 for the Northern Arizona Street Crimes Task Force (METRO unit).

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, Edward Byrne Justice Assistance Grant funds in the amount of $283,494.00 for FY2022.

Executive Summary:

The City of Flagstaff was awarded $283,494.00 in grant funds from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, for the Edward Byrne Justice Assistance Grant funds. This grant fully funds one Flagstaff Police Sergeant, and partially funds one Flagstaff Police investigator, one Coconino County Sheriff's Deputy investigator and one Northern Arizona University Police investigator. There is no cost to the City of Flagstaff.

Financial Impact:

The grant award is in the amount of $212,620.50 (75%) with required matching funds of $70,873.50 (25%). The METRO board has authorized matching funds from the Rico account. The Rico account has provided matching funds in the previous years and the board has agreed to provide the above matching funds for this year's grant. This amount will include all city costs, estimated in kind and administrative costs if above normal departmental allocation. The grant award will be the 35th funding cycle (FY 2022) for the METRO unit. This grant is budgeted in Fiscal Year 2022.

Policy Impact:

None

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

Safe and healthy community: Provide public safety services with resources, staff, and training responsive to the community needs

Has There Been Previous Council Decision on This:

Yes, the Flagstaff City Council has approved the acceptance of this grant money for the past thirty four years.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

As previously stated, this is the 35th cycle of this grant in which the Flagstaff City Council has approved the previous 34 cycles.

Key Considerations:

This grant and the investigative officers this funds is supported by nearly every law enforcement entity in Coconino County including the Coconino County Sheriff's Office, The Flagstaff Police Department, Northern Arizona University Police, ATF, FBI, DEA, Homeland Security and the Department of Public Safety. This grant provides specialized police investigations to all the communities located within Coconino County.

Community Benefits and Considerations:

Officers in the METRO Unit continuously provide support to numerous community groups including, local schools, Citizens Academy programs, local law enforcement training academies etc. in the form of training and educational presentations, drug awareness, and proactive investigations.

Community Involvement:

To work directly with the public through the process to ensure that public issues and concerns are consistently understood and considered.

Expanded Options and Alternatives:

If approved the grant would allow for the acceptance of $283,494.00 in federal funds that will provide proactive enforcement that would otherwise not be available to our citizens.

Attachments: ACJC FY22 Grant Agreement

ARIZONA CRIMINAL JUSTICE COMMISSION

DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-22-002
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: City of Flagstaff
Grantee's DUNS Number: 088302625
Grantee Period of Performance Start and End Date: 07/01/2021 to 06/30/2022
Amount of Federal Funds Obligated by this Agreement: $93,553.02
Total Amount of Federal Funds Obligated to the Grantee: $93,553.02
Indirect Cost Rate used by the Grantee under this Agreement: 0%
CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $3,493,965.00
Federal Award Identification Number (FAIN): BJA-2020-17276
Federal Award Date: 09/17/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2022 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 4th day of June, 2021 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF FLAGSTAFF, through CITY OF FLAGSTAFF hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2021 and terminate on June 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and
those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Attn: Program Manager
Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

B. If to the GRANTEE:

Attn:Grants and Contracts Manager , Stacey Brechler-Knaggs
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
PERSONAL SERVICES	
Salaries	$125,235.20
Fringe Benefits*	$93,926.40
OVERTIME	
Wages	$0.00
Fringe Benefits*	$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	$64,332.40
Fringe Benefits*	$0.00
TRAVEL EXPENSES	
In-State Travel	$0.00
Out-of-State Travel	$0.00
EQUIPMENT	
Capital	$0.00
Non-Capital	$0.00
OPERATING EXPENSES	
Supplies	$0.00
Registration/Training	$0.00
Other Operating Expenses	$0.00
Confidential Funds	$0.00
Additional Expenses	$0.00
TOTAL BUDGET	$283,494.00

***Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: Flagstaff PD Sergeant (1), Flagstaff Investigator (0.58)
EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $93,553.02 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $119,067.48 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $70,873.50.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than $5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** *e-CFR Navigation Aid* at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

FINANCIAL REPORTS	
Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** *OJP Financial Guide* at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, 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 Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** *Audit Requirements for OJP Awards* at https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** *2 C.F.R Part 200 for OJP Awards* at https://ojp.gov/funding/Part200UniformRequirements.htm .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** *System for Award Management* at https://www.sam.gov/SAM/ .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** *OJP Training Guide Principles for Grantees and Subgrantees* at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm .

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. BJA-2020-17276 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** *Limited English Proficiency A Federal Interagency* at http://www.LEP.gov.

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** *https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith*.

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** *http://www.azcjc.gov/grants*.

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing(and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** *http://niem.github.io/reference/specifications/*.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at *https://it.ojp.gov/gsp_grantcondition*.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

8. GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to COMMISSION in the manner(including within the timeframes) specified by COMMISSION in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act(GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

SPECIAL CONDITION(S) (Continued):

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (https://ojpsso.ojp.gov/).). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the ACJC Grants Portal at: https://grantsportal.azcjc.gov.

b. Benchmark Worksheet can be submitted through: http://acjcreporting.azcjc.gov.

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at: https://grantsportal.azcjc.gov.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at: https://www.bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf.

14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at https://www.bja.gov/Funding/nepa.html for programs relating to methamphetamine laboratory operations.

17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

SPECIAL CONDITION(S) (Continued):

19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

20. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITION(S) (Continued):

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name & Title

Additional signature(s) if required by political subdivision Date

Printed Name & Title

ATTEST:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal Counsel for GRANTEE Date

Printed Name & Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., Ordinance, or Charter Reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. **Commercial General Liability - Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
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.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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 vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$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 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.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

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, its 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 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).

Additional Insurance Requirements:

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

The Contractor's policies 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).

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

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

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) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. 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.

All certificates required by this Contract shall be sent directly to the Department. 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.

Exhibit "A" Page 3

Subcontractors:

Contractor's 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 Department 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 subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/18/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Grant Agreement: State of Arizona 911 grant for Coconino County GIS project.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with AZ State 911 Office for the Datamark GIS project for grant funds in the amount of $133,624.27 which will pay for the project in full.

Executive Summary:

In January 2021, as part of the 911 Grant application process, Flagstaff Police Department applied for funds for a special GIS project to conduct a detailed data analysis of addressing and emergency service response boundaries that might cause issues for first responders in emergency situations. We were approved $133, 624.27 that will fund the project in its entirety. The northern half of Coconino County completed a GIS project in 2018 funded by Kane County that analyzed addresses and emergency service response boundaries. This project would complete the GIS project for the southern half of Coconino County. The scope of work also provides GIS software that will allow dispatchers to be able to flag problem addresses or areas so they can be corrected in the GIS data. The second part of the project that was approved was to move to a Next Gen 911 Master Street Address Guide (MSAG). This is the address information that is displayed on telephone system in the Communications Center when someone calls 911. GIS data is more accurate than the traditional address system that has been used in the past. Accurate addressing is crucial in emergency services because seconds can save lives. We have several rural areas in our county that need to have their addresses verified and/or corrected. This project will allow the Communications Center to continue to become NextGen 911 compliant.

Financial Impact:

This project is funded in full by the State of AZ 911 Office. The Police Department budget includes $715,000 to cover the FY2021-22 911 grant and the FY2021-22 GIS grant.

Policy Impact:

None.

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

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No. This is the first time we have been awarded grant money for a GIS project.

Options and Alternatives:

Approve the acceptance of the grant from the State of Arizona 911 office in the amount of 133,624.27 for the GIS project or decline the acceptance of the grant.

Background/History:

The Flagstaff Communications Center has been working for the last five years to become Next Gen 911 compliant. The requested project is for the improvement of GIS data for the support of 9-1-1 location validation and call routing. Focused on the southern portion of Coconino County congruent to work completed previously, project work will involve GIS data enhancement of emergency services response boundaries specifically Public Safety Answering Point (PSAP aka 9-1-1 Center), Law Enforcement (LAW), Fire Response (FIRE), and Emergency Medical Services (EMS) boundaries] as well as changes necessary to address point and road centerline data to ensure data consistency, accuracy, and completeness. This project focuses on ensuring all possible resources have been reviewed to develop top-grade, quality GIS data for use in a Next Generation 9-1-1 (NG9-1-1) call routing system; implementing a sustainable system of data and software that will allow continuous data maintenance and management; and provides GIS data that can be used, in synchronous fashion, for Computer-Aided Dispatch (CAD), situational awareness applications and a myriad of other applications that support the Communications Center.

Key Considerations:

Accurate addressing and emergency response boundaries are crucial to 911 dispatcher. This helps determine the correct and closest emergency response and can cut down the call processing time. In a 911 environment seconds can save lives.

Community Benefits and Considerations:

Accurate addressing through GIS allows for quicker and correct emergency response to our citizens and visitors when they experience an emergency and have to call 911.

Community Involvement:

Continue to work with community stakeholders to provide exemplary 911 service.

Attachments: DataMark Scope of Work
Grant Award Letter -GIS Project
MSAG GIS Quote

DATAMARK

Michael Baker
INTERNATIONAL



February 26, 2021

DATAMARK PROPOSAL
COCONINO COUNTY, AZ

Michael Baker
INTERNATIONAL

We Make a Difference

February 26, 2021

Ms. Katie Brandis
Coconino 9-1-1 System Administrator
911 East Sawmill Road
Flagstaff, AZ 86001

RE: COCONINO COUNTY BUDEGATARY QUOTE

Dear Ms. Brandis,

DATAMARK®, the public safety division of Michael Baker International, Inc., in partnership with TerraSystems Southwest Inc., are happy to provide you the following budgetary quote requested to support on-going Next Generation 9-1-1 (NG9-1-1) data improvement for Coconino County.

This quote, including any scope of work and cost, is a firm offer until July 31, 2021.

Upon approval of the project, a final quote, scope of work (SOW) and Software as a Service (SaaS) agreement will be provided to Coconino County for signature.

We look forward to supporting Coconino County in their NG9-1-1 goals.

Best Regards,

Sandy Dyre, ENP, CPM
Account Manager
Sandy.Dyre@mbakerintl.com

Howard Ward
Principal, TerraSystems Southwest, Inc.
HLWard@terrasw.com

INTRODUCTION

The DATAMARK® team of Michael Baker International, Inc. (Michael Baker), in partnership with TerraSystems Southwest, Inc. (TSSW) is pleased to present this scope of work for GIS data management software and data remediation services to Coconino 9-1-1.

Sandy Dyre is your account manager from the DATAMARK team. Sandy will work with your team as an advocate and advisor, through the execution of proposed solution, to maintain focus on the overall project vision and the future needs of Coconino 9-1-1. The account manager will act as the primary point of contact for this proposal.

The TSSW team will be coordinated by Cheryl Thurman, TSSW Vice President and GIS Manager, through their Tucson office. TSSW has been successfully supporting the GIS needs of state and local entities in Arizona for over 20 years. Recognized as local data experts, TSSW brings a depth of understanding of local and statewide datasets that would be advantageous in this effort.

The project team understands the project goals are:

- Conduct a detailed current state 9-1-1 GIS data analysis of the Coconino 9-1-1 road centerlines and emergency service response boundaries for PSAP, law, fire, and emergency medical services to identify where anomalies exist that would likely cause 9-1-1 call routing problems in a Next Generation 9-1-1 (NG9-1-1) system.
- Based on the data analysis performed by the DATAMARK-TSSW Team to support this project, work with Coconino 9-1-1 and its GIS and 9-1-1 staff to prioritize the remediation of identified anomalies in each of the GIS data sets.
- Execute agreed-to GIS data remediation of the anomalies identifies in the 9-1-1 GIS data analysis phase.
- (Optional) Conduct a detailed current state 9-1-1 GIS data analysis of the Coconino 9-1-1 updated emergency service response boundaries for PSAP, law, fire, and emergency medical services and community boundaries to identify where anomalies exist that would likely cause 9-1-1 call routing problems in a Next Generation 9-1-1 (NG9-1-1) system.
- Provide Coconino 9-1-1 a DATAMARK VEP (Editor) One (1) Year Subscription to support data analysis and validation efforts by project partners. TSSW will utilize VEP to support data remediation efforts on behalf of Coconino 9-1-1.

This project focuses on ensuring all possible resources have been reviewed to develop top-grade, quality GIS data for use in a NG9-1-1 call routing system, implementing a sustainable system of data and software that will allow continuous data maintenance and management and provides GIS data that can be use, in synchronous fashion, for Computer-Aided Dispatch, situational awareness applications and a myriad of other applications that support the government enterprise.

A DATAMARK project manager will be assigned to the implementation of the proposed solution. The project manager(s) will provide hands-on contact with Coconino 9-1-1 and TSSW and oversee all aspects of the project scope, schedule, and budget.

The project team will work closely with your team to collectively meet the requirements of this project from start to finish.

PROJECT MANAGEMENT APPROACH

Project Kickoff

The DATAMARK team will set up the project for budget management and perform internal project startup tasks. The DATAMARK team will conduct a project kickoff meeting with key Coconino 9-1-1 and TSSW staff overseeing the project and other stakeholders deemed appropriate for the kickoff meeting by Coconino 9-1-1to establish a solid understanding of the project goals, timeline, and approach. Team members will be introduced at the kickoff meeting, and their project roles and responsibilities will be defined. The project schedule will be presented, with focus on the dates for key milestones, and the project management approach will be discussed.

Project Management Approach

The DATAMARK team will outline the project management approach, techniques, and tools. The project management approach adheres to Michael Baker's practices for managing project finances, contracts, operations, and schedule.

Scope/Schedule/Budget Tracking

The DATAMARK project manager will perform ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. This involves regular communication to the DATAMARK-TSSW team on project status to keep the team focused and working efficiently.

Project Reporting

The project manager will provide project status reports to Coconino 9-1-1on a schedule to be determined during the kickoff meeting.

Project Invoicing

The project manager will provide invoices to Coconino 9-1-1on a monthly basis or by project milestone, as agreed to with the Coconino 9-1-1.

CLIENT TASKS/RESPONSIBILITES

- Participate in project kickoff meeting
- Review, comment on (as necessary), and approve monthly invoices

DATAMARK TEAM DELIVERABLES

- Project kickoff meeting
- Schedule project status calls and reports with the client
- Deliver invoices to the client

SCOPE OF WORK

This Scope of Work is attached to and made part of the Arizona Contract, ID# ADSPO17-168184.

This proposal, including the scope of work and cost, is a firm offer valid until July 31, 2021.

The DATAMARK-TSSW team, in partnership with Coconino 9-1-1, will initiate the project and begin execution of the proposed Scope of Work within 15 business days of receiving a fully executed purchase order and/or signed SaaS agreement, as applicable.

This proposal includes Editor subscription of VEP, GIS Data Remediation, and Consulting Services, as described in detail below.

PHASE 1

DATAMARK VEP - Validate, Edit, and Provision GIS Data for Public Safety

VEP is a cloud-native software solution for public safety GIS data aggregation, preparation, analysis, and maintenance. VEP provides a highly configurable user-friendly interface for GIS and non-GIS personnel to perform location data validation, editing, and quality control in alignment with NENA NG9-1-1 data standards and GIS industry best practices. VEP supports data from local and regional GIS data providers and neighboring 9-1-1 authorities.

VEP is designed to support the most current NENA NG9-1-1 GIS Data Model and to provide the flexibility to incorporate custom fields and additional schema requirements from our Clients' GIS datasets. As Coconino 9-1-1 implements the NENA NG9-1-1 GIS Data Model, VEP will become an integral tool for validating, editing, and aggregating GIS data from multiple sources that will be provisioned into the NG9-1-1 GIS Core Services (NGCS) solution.

DATAMARK's technical team, comprised of experts in NG9-1-1 requirements and public safety data workflows, is ready to support Coconino 9-1-1 with their data remediation and NG9-1-1 preparedness by providing:

- Highly configurable GIS data management solutions for novice to expert level GIS users
- Dedicated technical support of the VEP system
- Comprehensive data QC and validations to prepare data for NG9-1-1
- Platform agnostic design supporting existing public safety systems including CAD, CAD mapping, and AVL

Software as a Service (SaaS) Solution

VEP is a true Software-as-a-Service (SaaS) solution that provides end users with a secure, web-based system for collecting, preparing, maintaining GIS data. VEP streamlines and optimizes editing and validation processes for provisioning data in 9-1-1 systems and other systems reliant on accurate, reliable GIS information. VEP requires no additional investment in specialized hardware or software.

Cloud-Native GIS Data Management Software

VEP leverages the benefits of cloud-native application development including on-demand access to powerful computing resources, modern data and application services, and dynamic coordination of development activities. This enables DATAMARK to quickly and effectively stay ahead of changes to industry processes and standards and bring meaningful product innovations to market faster than traditionally developed software platforms.

VEP Software Subscription

VEP is offered in two subscription models, VEP Validator and VEP Editor, to address the broad range of requirements of local, regional, and state GIS stakeholders. Additionally, VEP Aggregator provides purpose-built solutions to regional and state organizations for aggregating and managing consolidated GIS datasets used in legacy 9-1-1, NG9-1-1, and other applications.

VEP Validator

Validation is the process of validating and aggregating GIS, MSAG, and ALI data using VEP's data validations. VEP Validator is used to perform a broad range of validations across dozens of categories, configured for each client's specific GIS data management requirements. Validation results are downloadable as markup tables for use within client's GIS environment. VEP's validation features are included in all subscription types.

Validator subscription includes Administrator and Validator user roles; the number of users is based on client population. Additional Validator and Administrator users can be added for additional fees. Validator subscription does not include Editor, Observer, or Aggregator functionality. VEP's user roles are defined in detail in the VEP User Roles section, below.

GIS Data Validation

VEP's validation engine includes a comprehensive suite of tools used to validate and aggregate GIS, MSAG and ALI data which meets and exceeds NENA validation standards. The validation engine enables administrators to run unique QC checks on demand, including DATAMARK's unique Fishbone Analysis.

VEP Validator identifies schema inconsistencies and incompleteness and identifies spatial anomalies and discrepancies within the various datasets. VEP's validations evaluate attribute, topological, and spatial accuracy within each layer and performs cross-feature validations. These validations meet and exceed the NENA standards, and include additional checks that

support GIS industry best practices for quality control assessments. VEP Validator delivers a comprehensive series of reports on anomalies and changes over time.

Fishbone Analysis

VEP's fishbone analysis compares the placed address point to its geolocated location on the road centerline. This process creates a line between the two locations which provides a powerful dataset for analysis. In clean GIS data, this typically resembles a 'fishbone' with no crossed lines. Where lines cross, a potential anomaly may exist in the GIS data. Data with crossed fishbone lines may be marked as an exception in VEP, following review, to avoid being flagged in future validations.

This analysis reveals anomalies such as address points on the wrong side of the road, out of order address points, or a range of other anomalies.

Fishbone analysis will show an address point that maps to multiple road centerlines and shows attributes duplicated on multiple road segments, or where ranges overlap, causing the address point to be placed on both segments.

Where traditional address point comparison methods may produce false positive results, VEP Validator's fishbone analysis draws a line from the address point to where it falls on its street centerline range as shown in the figure below.

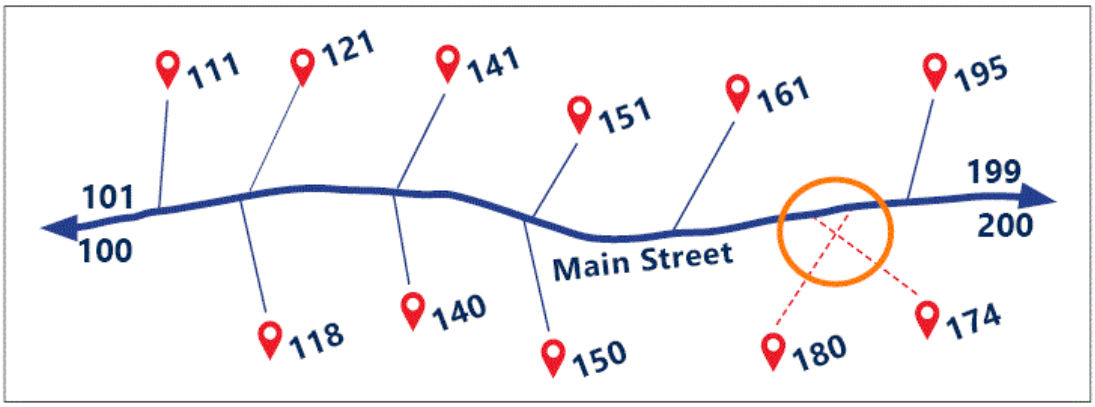


Figure 1: Fishbone Analysis

> *Example: If the address range of Main Street is 100-200, 150 Main Street will draw to the center of that Main Street centerline segment. In clean GIS data, the visual analysis typically resembles a fishbone along the 100-200 range of Main Street. The crossed lines for 174 and 180 Main Street show a potential anomaly in the GIS data to be reviewed and resolved.*

VEP Editor

VEP Editor provides a web-based editing interface that enables users to create, maintain, update, validate, and export public safety GIS data. VEP's editing environment includes a comprehensive suite of tools and becomes a force multiplier for GIS departments with limited resources. Editor subscription also includes VEP's Observation features, described below.

Editor subscription includes VEP's validation, editing, and provisioning features. The number of end users who can access the system is based on client population; access for additional Administrator, Editor, Validator, and Observer end users is available for additional fees. VEP's user roles are defined in detail in the VEP User Roles section, below.

Web-Based GIS Editing

VEP Editor's secure web-based editing environment supports experienced GIS users and can be accessed by non-GIS personnel who have been provided with access credentials without requiring separate expensive GIS desktop software, plug-ins, or extensions. This reduces operating costs, reduces the time spent administering standalone GIS solutions, and enables non-GIS users such as dispatchers, fire inspectors, and other authorized personnel to make meaningful contributions to the State's 9-1-1 and public safety GIS data.

Observation

VEP Editor subscription includes observation features which enable non-editors to drop a point on the map and record observations which will be reviewed and processed by GIS editors. The Observation function's ability to provide GIS data feedback from creates operational transparency, increases communication between public safety and GIS professionals, and improves the quality of the 9-1-1 and NG-1-1 GIS data in real-time.

> *Example: A fire engine misrouted to an incorrect location will inform the dispatcher of the routing issue. The dispatcher, who is not a GIS data editor, can use VEP's Observer features to create an observation point and report the routing error. This will send a notification to the GIS authority's GIS data editors, creating an audit trail the editor can use to investigate the issue, resolve any problems in the GIS data, and report how the reported observation was processed.*

GIS Data Provisioning with VEP

Validator and Editor subscriptions both include VEP's GIS data provisioning functions and features. Implementation of VEP includes provisioning to the client's native GIS schema and to the NENA NG9-1-1 GIS schema. VEP is platform-agnostic and capable of provisioning GIS data into the DATAMARK Spatial Interface and into other Spatial Interface (SI) systems.

VEP's download function offers the ability to effectively field map the default database into a custom schema of choice. This functionality enables the client to support multiple public safety and government enterprise systems without needing to change business practices, systems, and data schemas.

Examples of relevant output schemas include:

- CAD systems (to potentially include regional stakeholders')
- Transportation
- Asset Management
- Permitting
- Mobile data collection application

VEP Aggregator

VEP Aggregator provides regional public safety GIS stakeholders with solutions for consolidating GIS data from multiple sources into a single database, performing cross-jurisdictional validations on the aggregated dataset, identifying anomalies in the data, and exporting the dataset. After anomalies are identified, before they are exported, they are sent back to the original jurisdiction for review, correction, and resubmission.

Centralized, regional management and ongoing validation of the aggregated GIS dataset streamlines its use across public safety platforms, including legacy 9-1-1, NG9-1-1, Computer-Aided Dispatch (CAD), and others.

VEP Aggregator does not require the purchase of additional software or tools and includes VEP's validation and provisioning features. Consolidating and synchronizing local and regional databases is a seamless process using Aggregator from the VEP system dashboard. As local jurisdictions submit data into the aggregated dataset, regional GIS administrators supporting the database can use Aggregator to perform to the following tasks:

- Input local GIS data to an aggregated database
- Perform validations focused on boundary, address point, and road centerline data
- Identify anomalies in the data including boundary gaps, overlaps, and other anomalies
- Export aggregated data in the NENA NG9-1-1 GIS schema

Aggregator is provided to regional or statewide GIS stakeholders managing multi-jurisdiction implementations and includes VEP's validation and provisioning features. Aggregator is not meant to replace VEP Validator or Editor for the management of individual local or regional datasets. Clients who currently use VEP to manage local GIS data can efficiently and easily submit their GIS into the aggregated dataset.

Pricing for Aggregator includes Administrator and Validator role subscription for two (2) users; access for additional Validator and Administrator users is available for additional fees. VEP Aggregator does not include Editor or Observer functionality as these are used by the organizations tasked with managing the individual local and regional GIS data which will be provisioned into the aggregated GIS dataset.

VEP User Roles

Each VEP subscription model provides clients with specific numbers and types of end user subscription. Access to VEP is based on user role and subscription level, to ensure each user of the system has the features, functions, and tools necessary to perform the tasks that meet our Client's goals while maintaining security and access control. Available user roles include:

The **Administrator** role is included in each VEP subscription type and provides users the access to review and approve edits, provisions users and permissions, limits configuration

capabilities for display and web service content of the Editor map, and more. This is the highest permission level assigned in the VEP system.

The **Validator** role provides access to VEP's upload, validate, and download functions used to perform data validation and quality control.

The **Editor** role provides access to the VEP dashboard and to the map interface used to perform geometry and attribute edits and validation markups.

The **Observer** role provides access to the map interface to create observations. Observers do not have access to VEP's editing functions.

This proposal includes **VEP Editor** subscription and the following user roles:

User Role	Number of Users
Administrator	2
Editor	3
Validator/Observer	2

Table 1: User Roles and Number of Users in the Proposed Solution

VEP SaaS Agreement

This proposal includes VEP subscription provided to Coconino 9-1-1 for a period of one (1) year.

VEP is sold through an annual subscription and is subject to an annual fee. VEP is provided as a software subscription and contracted through the execution of a Software as a Service (SaaS) Agreement. The agreement will be automatically renewed unless notice of cancelation is received 60 days before the renewal date.

VEP Implementation – Onboarding and Training

The DATAMARK team will provide onboarding and training services to Coconino 9-1-1 to support the use of the VEP software. Coconino 9-1-1 will provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK team to provide remote virtual onboarding and training services.

VEP Onboarding

The DATAMARK team will load Coconino 9-1-1 addressing data into VEP and conduct a virtual onboarding session for VEP users to review native data schema mapping into the VEP software. Administrator user accounts will be set up during Onboarding, other user accounts will be set up by Coconino 9-1-1's VEP Administrator user(s).

Training – Validator

Following VEP Onboarding, DATAMARK will conduct one four-hour virtual training session for the users identified in Table 1. Validator training will cover:

- Overview of VEP's functions and features
- Accessing the VEP system
- Navigating VEP using the system dashboard
- Uploading and downloading data using VEP
- Data validation and reporting with VEP

Training – Editor

Following VEP Validator training, DATAMARK will conduct one four-hour virtual training session for the Editor users identified in Table 1. Editor training covers additional VEP functions and features provided to Editor and Observer roles, including:

- Navigating the map section of the VEP interface to view and edit data
- Using VEP's Observation Tool to identify locations with outstanding data issues
- Reviewing and resolve observations submitted using the Observation Tool
- Reviewing editing sessions, validation anomalies, and observations

VEP Software Support

Software support for VEP is included in the annual SaaS subscription and provided through the term of the SaaS Agreement with the Client.

VEP's annual subscription includes access to an online support and self-service knowledge center. The DATAMARK VEP Support Center is the first stop for questions about VEP workflow, functionality, and enables users to request support, report issues, and search an online library of videos and articles for information about the system.

DATAMARK VEP Support Center

Client's VEP users will be provided with access to the Support Center through the VEP user interface. The VEP Support Center includes an online support ticket system, a knowledge center to query common issues and system documentation, and a module-based library of user guides, how-to articles, FAQs, video workflow tutorials, and video tips and tricks.

VEP Support Tickets

VEP provides users with secure access to the Support Center ticket system. This system is used to submit, review, and track the status of support tickets. The DATAMARK VEP Technical Support team responds to Support tickets, users can track the status of support tickets directly from the VEP Support Center.

CLIENT TASKS/RESPONSIBILITES

- Participate in a review of client GIS data field mapping for upload into VEP
- Provide a space, computers, and internet connections for training

DATAMARK DELIVERABLES

- Conduct the review of GIS data field mapping for upload into VEP with Client
- Provide user access to VEP and the knowledge base/ticketing system
- Conduct VEP end-user training

PHASE 2
GIS Data Remediation

The DATAMARK-TSSW team is experienced in remediating GIS data for completeness and quality, leveraging our VEP validation checks, to meet the objectives of public safety workflows including but not limited to NG9-1-1, CAD and AVL.

Coconino 9-1-1 will receive data remediation for the following layers:

- Emergency Service Zone (ESZ) Layer
- Emergency Service Boundary Layers
- Community Boundary Layer (Optional)
- Address Points, as applicable
- Road Centerlines, as applicable

Our best practice for data remediation is to execute in phases ranging from fixing GIS-based fixes to discussing anomalies that may require field verification. After each phase, DATAMARK-TSSW Team will perform pulse checks with the Client to review findings and remediation statuses.

Phase 1 – GIS Based Fixes

GIS-based fixes focus on issues that do not require any questions of the Client and are fixed quickly.

Phase 2 – Q/A Review with Client

Anomalies flagged require interaction with the Client to verify and answer questions related to editing the data. This may include any spelling discrepancies or input from Client that will allow for a quick fix without requiring any field verification or extensive research.

Phase 3 – Final Data Delivery

Remaining anomalies require the Client to perform tasks to verify through other resources or field verification. These anomalies are not simple data fixes. DATAMARK-TSSW will review the Data Remediation results with Coconino 9-1-1.

Emergency Service Zone (ESZ) and Emergency Service Boundary (ESB) Remediation

Coconino 9-1-1's focus is to complete a project previously performed for the emergency services response boundaries in northern Coconino County. The focus of this project is the southern part of Coconino County starting with the areas congruent with the previous work area.

An analysis of the Coconino 9-1-1 GIS data will be performed to include research of legal descriptions and authoritative datasets as well as coordination with key stakeholders to collect the information needed to understand the level of effort necessary to support data remediation. Based on the conclusion of the analysis, a summary of results will be prepared and used to develop a data remediation plan for the emergency service boundaries datasets. The plan recommendations will be reviewed with Coconino 9-1-1 staff and partners to determine the final Project Data Remediation Plan.

The DATAMARK-TSSW team will make appropriate boundary changes identified by the Project Data Remediation Plan. This phase of the project is designed to remediate the anomalies resulting from the analysis.

The Emergency Service Zone (ESZ) and Emergency Service Boundary (ESB) datasets may be updated in a number of ways:

- Based on the research performed previously, the ESZ may be changed to reflect the appropriate boundary to include Public Safety Answering Point (PSAP), Law Enforcement, Fire, and Emergency Medical Services. Once completed, the ESB will be developed utilizing the ESZ feature class for consistency between datasets to support Coconino 9-1-1's goal of NG9-1-1.
- Address points will be updated to reflect the new ESZ attribution as appropriate and agreed upon by Coconino 9-1-1 and its partners.
- Road segments geometry and/or attributes will be edited to support the new ESZ boundary. Since Coconino 9-1-1 is still reliant on legacy routing and the ESZ feature class, road segment geometry edits to support NG9-1-1 ESB will need to be performed as part of the active transition to NG9-1-1 as appropriate and agreed upon by Coconino 9-1-1 and its partners.

Community Boundary Remediation (Optional)

DATAMARK and TSSW are prepared to assist Coconino 9-1-1 with the remediation of their Community Boundary dataset. Utilizing validation checks available through DATAMARK VEP and based on research performed with key stakeholders, the community boundaries will be evaluated for any topological concerns. Attribution and geometry for address points and/or road centerlines impacted by changes will be evaluated and updated as appropriate and agreed upon by Coconino 9-1-1 and its partners.

CLIENT TASKS/RESPONSIBILITES

- Accept Data Deliverable

DATAMARK-TSSW TEAM

- Final data output and data remediation summary report

Consulting Services

DATAMARK will provide GIS data support services at a fixed price not to exceed 50 hours per year.

DATAMARK DELIVERABLES

- Provide Consulting Services requested to support the project goal

COMPENSATION AND PAYMENT

This budgetary quote, including any scope of work and cost, is a firm offer until July 31, 2021.

DATAMARK will invoice Coconino 9-1-1 on a monthly basis for services as they are rendered, not to exceed the total fixed price shown below.

Annual subscription for DATAMARK VEP will begin and be invoiced upon execution of the VEP SaaS agreement.

Services	Price
GIS Data Remediation	$74,452
Consulting Services	$8,954
Base Total	**$83,406**
Optional Services	**Price**
Community Boundary Remediation	$14,860
Base Total with Optional Services	**$98,266**
Products	**Price**
DATAMARK VEP – Editor	$20,000
One-time Database Setup Fee	$1,750
Base Total	**$21,750**
GRAND TOTAL	**$105,156**
GRAND TOTAL with Optional Services	**$120,016**

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03B

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on April 1, 2021 and terminate on March 31, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required financial reports are submitted according to the following schedule(s):

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
April 1 – April 30	May 25	October 1 – October 31	November 25
May 1 – May 31	June 25	November 1 – November 30	December 25
June 1 – June 30	July 25	December 1 – December 31	January 25
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $133,624.27 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$133,624.27
Construction	$0.00
Admin	$0.00
Total	$133,624.27

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305

Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date
Arizona Department of Administration

Quote Number: 57740451
Customer: E911 COCONINO COUNTY
Created On: 3/1/2021
Expiration Date: 7/31/2021
Account Manager: Gregg Holt
Sales Engineer: Colby Furniss
Customer Notes: See attached Customer Notes / Project Description section below.

Catalog Number	Description	Unit Price	Qty	Total Price
One-Time Transitional Data Management - geoMSAG Replacement Service				
Implementation				
GIS-SER	One-Time geoMSAG Replacement Fee	$3,401.19	1	$ 3,401.19
		Location Sub-Total		**$ 3,401.19**
OPTIONAL: Ongoing Transitional Data Management Service				
Implementation				
GIS-SER	Monthly TDMS Fees billed at $850.59 per month	$ 850.59	12	$ 10,207.08
		Location Sub-Total		**$ 10,207.08**
		Implementation Total		**$13,608.27**
		Grand Total Price to Customer		**$13,608.27**

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version,, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

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3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at https://www.centurylink.com/business/login/) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

Lumen Representative: _____

Lumen Signature: _____

Job Title: _____

Date: _____

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Customer Notes / Project Description

DESCRIPTION OF QUOTED PRODUCTS AND SERVICES
Intrado is pleased to present Lumen with this quote for geoMSAG Replacement Services.
geoMSAG Replacement Services

An important consideration during NG9-1-1 adoption is how to meet NENA i3 requirements while simultaneously leveraging legacy location validation mechanisms. NENA has suggested creating a means to keep the MSAG in synchronization with a 9-1-1 Authority's authoritative GIS data. The process of initial and ongoing synchronization of the GIS data and the MSAG can be very time consuming and prone to inconsistencies.

Intrado Life & Safety's geoMSAG replacement enables the 9-1-1 Authority or their GIS authoritative source to replace the existing MSAG with a GIS based MSAG that is derived from the GIS road centerline data. Intrado refers to this as a 'geoMSAG'. Once data integrity is validated and tested to confirm no degradation in Wireline 9-1-1 service will occur, the existing MSAG will be replaced with the geoMSAG in conformance with the 9-1-1 Authority's ALI Data Management contract. Intrado's geoMSAG replacement offloads a considerable amount of the work for 9-1-1 Authorities that make frequent edits to their road centerline data use traditional means to keep the MSAG synchronized with the corresponding GIS data as well as take advantage of the higher level of accuracy that can be achieved within GIS data.

One-Time geoMSAG Replacement Services
The quoted geoMSAG replacement services include the following:
• Creation of a GIS-based MSAG load file from the 9-1-1 Authority's GIS road centerline data (geoMSAG) once a 98% or above Telephone Number (ALI) Simulation success rate is achieved
• Telephone Number (ALI) Simulation Testing against the geoMSAG to confirm no degradation in Wireline 9-1-1 service (up to 2 TN Simulations performed)
• Replacement of the tabular MSAG with a GIS-derived MSAG (geoMSAG)
If the County GIS authority purchases this service prior to implementation of Intrado's MapSAG GIS data management system, Intrado will provide additional training on how to perform road centerline (RCL) validations and corrections using MapSAG and implement the geoMSAG, saving the County significant time and money versus deploying concurrently with or after ESInet deployment.

Optional - Ongoing TDMS
Ongoing TDMS provides the County with purpose-built tools and portals to upload and validate RCL data and to identify and report GIS data discrepancies for error resolution.

Ongoing TDMS enables 9-1-1 address validation and management to be performed against the
County's geoMSAG, which can be updated as often as changes are made to the underlying RCL data. Following the completion of the one-time geoMSAG replacement, the RCL data becomes the master data set and tabular MSAGs are derived from the RCL data, going forward.

Following the successful replacement of the MSAG with the new geoMSAG, ongoing GIS to MSAG synchronization will be performed using EGDMS. The GIS data is used exclusively to drive the tabular MSAG and 911Net (if applicable) is no longer required or used.

Ongoing TDMS includes ongoing GIS validation services and ongoing geoMSAG processing services. Once TDMS is implemented, the County will no longer use MSAG CRs for making MSAG updates and, instead, will perform updates to the geoMSAG by submitting RCL updates using Intrado's EGDMS. Ongoing TDMS includes Intrado's EGDMS and ongoing GIS support services, described in greater detail in this section below.

Ongoing TDMS is provided to GIS Authorities responsible for managing the jurisdiction's GIS data after the solution has been deployed.

Ongoing GIS data management using TDMS follows the steps outlined below.
1. The County submits GIS data to EGDMS
2. EGDMS performs validations on the County-submitted GIS data
3. EGDMS delivers critical error reports and GIS data representing errors; the County corrects critical errors in GIS data file and resubmits to EGDMS
4. RCL changes are submitted for the geoMSAG and ALI validation performed in Step 6
5. geoMSAG and ALI validations are performed to identify errors within the geoMSAG or the OSP TN information
6. geoMSAG referrals are communicated to the County
7. The County reviews the geoMSAG referrals and either corrects the RCL data and resubmits it through EGDMS indicates a TN issue needs to be resolved by the OSP
8. geoMSAG GIS changes that pass validations are applied to the production geoMSAG 9-1-1 database

Notes
One Time Fees will be invoiced once the legacy MSAG has been replaced by the geoMSAG or 90 days after contract signature, whichever is sooner.

The customer's GIS data must meet all of Intrado's accuracy, format, and content requirements prior to the implementation of quoted geoMSAG replacement services.

6. J.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Grant Agreement: Arizona 911 Grant Agreement between Arizona Department of Administration and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office in the amount of $533,943 for the 911 budget for Coconino County FY2021-2022.

Executive Summary:

Flagstaff Police Department acting as the 911 System Administrator for the Coconino County Public Safety Answering Points (PSAPs) was awarded $533,943.00 in grant funds from the Arizona Department of Administration Office. This grant funds all operational costs of the 911 telephone systems for the PSAPs in Coconino County which includes: Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service.

Financial Impact:

This grant is budgeted in the police department budget.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Regional Plan

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

Yes. The Council approved the FY2020 and FY2021 911 budget grants.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

Flagstaff Police Department has been designated the System Administrator for Coconino County by the State 911 Office. The System Administrator is responsible for submitting 911 operating bills to the State 911 Office, and submitting call statistics and required reports for all the PSAPs in their county. Historically the 911 telephone bills would be mailed to the Flagstaff Police Department. The 911 Coordinator would make sure the charges on the bill were correct and send the bill and an authorization letter to the State 911 Office. In turn, they would pay the bills with the money collected through the Emergency Telecommunication Service Revolving Fund. In 2018, the Arizona 911 Office was moved under the direction of the Arizona Department of Administration. With this change, the Arizona Department of Administration Grants and Federal Resources Office created a grant program for the yearly 911 budget. System Administrators have to apply yearly for the funds to pay the 911 system bills. This allows the PSAPs to be responsible for their bills and to be reimbursed through the grant award by the State. The process makes sure funds are distributed fairly across the state.

Key Considerations:

911 is known nationwide as the telephone number to call when a person needs emergency assistance. PSAPs field emergency telephone calls for all of Coconino County. Flagstaff Police Department was designated by the State 911 Office to be the System Administrator for the PSAPs within Coconino County. 911 systems in Arizona are funded from a tax on cell phones called the Emergency Telecommunication Service Revolving Fund.

Expanded Financial Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows faster responses to emergencies for everyone. Payment of 911 services by the State 911 Office through tax allows the PSAPs in Coconino County to provide consistent emergency response.

Community Benefits and Considerations:

To work directly with the public to ensure that Coconino County PSAPs have correct address information and provide quality customer service in emergency and non-emergency situations.

Community Involvement:

If approved the grant would allow for the acceptance of $533,943.00 in State funds that will provide consistent access to the 911 emergency telephone system.

Attachments: FY2022 911 Grant Agreement

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03A

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
GIS Accuracy Report	June 25, 2022

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $533,943.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$523,448.00
Construction	$0.00
Admin	$10,495.00
Total	$533,943.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

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4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date
Arizona Department of Administration

6. K.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	06/23/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Multiple Contracts: On-Call Legal Services Contracts.

STAFF RECOMMENDED ACTION:

Award contracts for "On-Call Legal Services" to the following eight (8) firms, and authorize the City Manager to execute the necessary documents:

1. Coppersmith Brockelman;
2. Dickinson Wright;
3. Gust Rosenfeld;
4. Hufford, Horstman, Mongini, Parnell and Tucker;
5. Jackson Lewis;
6. Jones, Skelton and Hochuli;
7. Struck Love Bojanowski and Acedo;
8. TSL Law Group

Executive Summary:

The City, on occasion, has the need to utilize an outside law firm based on the specific areas of expertise of the selected firms and the number of anticipated situations where outside legal services will be needed. Award of these "On-Call Legal Services" contracts will allow for more timely legal services to be provided.

In lieu of attaching eight (8) separate contracts representing each Firm, a sample professional service contract is attached to the staff summary that will be used for each of the Firms upon approval by council. The term of the contract for each Firm is for two (2) consecutive years, with an additional two (2) year optional renewal thereafter.

Financial Impact:

Awarding multiple Contracts based on specific areas of qualifications and experience on an as needed basis will result in increased efficiency. Award of these on-call legal services contracts does not obligate the City to utilize a particular firm's services or to assign a minimum number of cases to any of these firms.

Policy Impact:

The City will require assistance under these contracts in the continued application of current policy and consideration of legal impacts of potential policy changes.

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

Priority Based Budget Key Community Priorities and Objectives

All Priority-Based Budget Key Community Priorities and Objectives may require outside legal counsel in the future dependent on the particular topic.

Regional Plan

The Regional Plan also may require assistance from outside legal counsel in the future dependent on the particular topic.

Has There Been Previous Council Decision on This:

Yes. On June 16, 2015, Council approved multiple on-call legal services contracts for an initial three (3) year contract term, with an additional two (2) year extension. The award of multiple on-call Contracts, based on qualifications and experience in various areas of expertise, proved to be very beneficial to the City in situations where outsourcing was necessary to utilize an outside firm's expertise with regard to a particular subject matter.

Options and Alternatives:

1. Approve the multiple Contract awards as recommended.
2. Approve a smaller number of Contracts.
3. Reject the On-Call Legal Services contract and re-advertise.

Background/History:

The City Attorney's office handles and manages a significant number of projects, which span a wide spectrum of size and complexity. The selection of professional services such as this is typically a qualifications-based process that can consume significant staff time and take several months to complete. To improve efficiencies, the City Attorney's office will utilize these on-call legal services contracts for expedited selection. There is an ongoing need for legal services related to specific areas of expertise.

The City's Purchasing Section conducted a Request for Proposals (RFP) process and a total of eight (8) proposals were received. An evaluation committee evaluated the proposal responses according to the following evaluation criteria:

1. Experience, qualifications and demonstrated areas of expertise;
2. References and reputation;
3. Conflicts of interest and perceived conflicts of interest;
4. Qualifications of staff attorneys;
5. Past performance in City of Flagstaff matters;
6. Price/Fee structure.

After completing the evaluation process, the evaluation committee determined that it would be in the best interest of the City to award multiple on-call Contracts. The on-call legal services Contract allows for an initial two (2) year term, with the option to extend the Contract for an additional two (2) year period upon mutual agreement from both parties. None of the awarded contracts guarantee any case or that any minimum number of cases will be assigned to that firm. The City selects firms on a case-by-case basis, based upon the needs of the City in a particular legal matter.

Key Considerations:

On-call legal services contracts will allow the City to react more quickly to legal issues as they arise and will save considerable time for all parties involved. The legal firms are relieved of many hours of proposal preparation and interview time, along with related expenses. The City saves the cost of multiple legal advertisements and staff time and related soft dollar costs for conducting a formal solicitation process for each separate project where outside legal services are required.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Enhanced protection of the City's interests in various types of legal matters.

Community Involvement:

Not applicable.

Expanded Options and Alternatives:

None.

Attachments: Professional Service Agreement

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2021-16

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, [STATE OF AND LEGAL BUSINESS FORM] ("Consultant").

WHEREAS, the City of Flagstaff desires to receive and Consultant is able to provide On-Call Legal 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 Legal Consultantservices to develop, implement and campaign through public outreach the City of Flagstaff's ballot measures as generally described as followed:

ON-CALL LEGAL 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 pursuant to fees and services for each case. 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 is less than $50,000; otherwise City Council approval is required.

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

4. Key Personnel/Subcontractors: Consultant's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Shannon Anderson. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

6. City Cooperation: City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of two (2) 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 one additional two-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 for the election campaign. Service revisions will be made through written amendment pursuant to Article 41 of the Standard Terms and Conditions contained in this contract as *Exhibit B.*

DATA AND RECORDS

10. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.

11. Re-Use. City may use City's work product without further compensation to Consultant; provided, however, City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Consultant or any third parties without City's prior written consent.

12. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

MISCELLANEOUS

13. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Sterling Solomon
City Attorney
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

To Consultant:

ssolomon@flagstaffaz.gov
Phone: (928) 213-2043

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.

CONSULTANT

_____

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

The Firm or attorney, shall provide civil legal services to the City. Generally, the City has no more than 5-10 ongoing civil lawsuits at any time. The types of legal services required vary. The firm shall provide outside legal services in their expertise in one or more the following areas of law; however, this list is not exclusive.

- Water law
- Police liability/42 U.S.C. Section 1983 actions (defense)
- General liability/tort (defense)
- Workers compensation
- Personnel law and claims (such as personnel board appeals, EEOC claims)
- Employee benefits (such as pension, health insurance)
- Land use
- Housing
- Elections (campaign finance violations)

The City retains the right to continue to employ attorneys who leave the firm to complete any matters that are pending at the time the attorney leaves the employment of the firm. The City may hire attorneys outside of this Agreement when a legal matter requires specialized knowledge or experience that the attorneys at the firm do not possess.

When the Firm or attorney, is retained or referred a lawsuit or other legal matter by the City Attorney, the Firm or attorney, will provide any and all necessary legal representation to the City. The Firm or attorney shall perform all necessary legal services, including but not limited to investigation, legal research, preparation of legal memoranda, pleadings, and briefs, and making appearances before administrative tribunals and courts.

The Firm or attorneys shall not have conflicts of interest with the City. In addition, the City will only hire the Firm or attorney that have not taken or asserted legal positions adverse to municipal interests within the same area of law for which City work is required.

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 insurance coverage required by the City, including 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.

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-32 and Ordinance No. 2021-16: 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 "PZ-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements;" 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 modify the existing Accessory Dwelling Unit and Accessory Structure Encroachment Requirements.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2021-32
2) Read Ordinance No. 2021-16 by title only for the final time
3) City Clerk reads Ordinance No. 2021-16 by title only (if approved above)
4) Adopt Ordinance No. 2021-16

Executive Summary:

The proposed amendment (Exhibit A to Resolution No. 2021-32) includes multiple changes to the Zoning Code. The objective of the proposed amendment is to add additional flexibility to the existing Accessory Dwelling Units (ADU) requirements to encourage the development of Accessory Dwelling Units. To allow for the additional flexibility, the new and modified provisions include allowing: Detached Accessory Dwelling Units to encroach in the rear and interior side yards; Attached and Interior Accessory Dwelling Units to be constructed to the height allowed by the property's zone; and property owners the ability to rent or lease both the Accessory Dwelling Unit and the Single-Family Dwelling Unit that are on the same lot/ provided that the property owner enters into an agreement/covenant prohibiting the renting or leasing of the structures for less than 30 days. In addition, the amendment includes the consolidation of the accessory structure requirements into one table.

The Planning and Zoning Commission reviewed and provided a recommendation of approval at the May 26, 2021, Planning and Zoning Commission meeting.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

No policy impacts are anticipated by this amendment.

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

Priority Based Budget Key Community Priorities and Objectives

- Actively support attainable & affordable housing through City projects & opportunities with developers.
- Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.
- Achieve a well-maintained community through comprehensive & equitable code compliance, & development that, is compatible with community values.

City Council Goal:

- Revise the Zoning Code to remove ambiguities, and ensure it is consistent with community values and with the Regional Plan.
- Support development and increase the inventory of public and private affordable housing for renters and home owners throughout the community.

Regional Plan

Below is a list of the Goals and Policies that the proposed Zoning Code Text Amendment complies with.

Chapter VIII - Community Character

- 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

Chapter IX - Growth Areas & Land Use

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
- Policy LU.13.4. Plan suburban development to include a variety of housing options

Chapter XIII - Neighborhoods, Housing, & Urban Conservation

- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.2. Promote accessory dwelling units, where appropriate.
- Policy NH.3.5. Encourage and incentivize affordable housing.

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 2.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

1. Approve the amendment with no changes;
2. Approve the amendment with modifications; or
3. Deny the amendment.

Proposed Amendment:
The proposed amendment (Attachment 2) includes multiple changes to the Zoning Code. The objective of the proposed amendment is to add additional flexibility to the existing Accessory Dwelling Units (ADU) requirements to encourage the development of Accessory Dwelling Units. To allow for additional flexibility, new provisions are being added, and several existing regulations are being modified. The most significant of the modifications include:

- Allowing Detached Accessory Dwelling Units to be located in the required setbacks of a property zone;
- Allowing detached accessory structures constructed prior to February 16, 2016, that are within the required Detached Accessory Dwelling Unit setbacks to be converted to an Accessory Dwelling Unit [Note: "Garage" was changed to "accessory structure" after the Planning and Zoning Commission recommendation in order to broaden the reach of the provision.];
- Establishing a maximum building height (16 feet) of a Detached Accessory Dwelling Unit that encroaches into the required setbacks of a property's zone;
- Modifying the allowed building height of an Attached and Interior Accessory Dwelling Unit to be the same as the maximum building height permitted by the property's zone; and
- Allowing the Single-family Dwelling Unit and the Accessory Dwelling Unit to both be rented or leased if the property owner enters into a restrictive covenant affirming that the property owner will not rent or lease either of the dwelling units for a period of fewer than 30 days.

Summary of the Staff Revisions to the Zoning Code:
1. Accessory Structures (Section 10-40.60.020):

- Table 10-40.60.020.B.7.d.: Allowed Accessory Structure Encroachments into Setbacks have been deleted, and the related provisions have been incorporated into Table 10-50.40.020.A.: Allowed Encroachments into Setbacks and Heights.
- The reference to Table 10-40.60.020.B.7.d. for encroachments into the required setbacks has been modified to refer to Table 10-50.40.020.A.

2. Accessory Dwelling Units (ADUs) (Section 10-40.60.030):

- Table 10-40.60.030.C.: Accessory Dwelling Unit Design, Development, and Exceptions Standards has been modified as follows:
    - Minimum setbacks have been established that would allow a Detached Accessory Dwelling Unit to encroach into the required setbacks of a property's zone;
    - The required setbacks of a property's zone have been maintained and clarified for Attached and Interior Accessory Dwelling Units;
    - The allowed building height (currently 24 feet) of an Attached and Interior Accessory Dwelling Unit has been modified to be the same as the maximum building height permitted by the property's zone;
    - Encroachments (awnings, bay windows, canopies, fireplaces and chimneys, open eaves, window sills, etc.) allowed in combination with Attached, Detached, and Interior Accessory Dwelling Units have been modified; and
    - The existing provisions pertaining to a detached accessory structure constructed prior to February 16, 2016, have been modified to allow the accessory structure to be converted to a Detached Accessory Dwelling Unit.
- Subsection E. of Section 10-40.60.030. Restrictive Covenant has been modified to allow the

property owner to participate in the Rental Dwelling Unit Incentive of subsection G which would allow both the Single-family Dwelling Unit and the Accessory Dwelling Unit to be rented or leased.

- Subsection G. of Section 10-40.60.030. Rental Dwelling Unit Incentive has been added. This subsection has been added to incentive and allow both Single-family Dwelling Unit and the Accessory Dwelling Unit to be rented or leased if the property owner enters into a restrictive covenant affirming that the property owner will not rent or lease either of the dwelling units for a period of less than 30 days.

3. Encroachments into Minimum Required Setbacks (Section 10-50.40.020):

- Table 10-50.40.020.A.: Allowed Encroachments into Setbacks and Heights has been modified to incorporate the provisions of Table 10-40.60.020.B.7.d. for accessory structures. In addition, a cross-reference to the walls and fence encroachments has been included in Table 10-50.40.020.A.

Zoning Code Text Amendment

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 proposed amendment (Attachment 2) includes multiple changes to the Zoning Code. The objective of the proposed amendment is to add additional flexibility to the existing Accessory Dwelling Units (ADU) requirements to encourage the development of ADUs. The proposed provisions address multiple goals and policies of the Regional Plan. These include:

- Providing additional flexibility in the Zoning Code to allow property owners to construct Accessory Dwelling Units (Regional Plan Goal LU.1.6.);
- Allowing Detached Accessory Dwelling Units to be constructed in the rear and interior side yard at same height and location that is currently allowed for other accessory structures (e.g.. garages, sheds, etc) will assist in maintaining the traditional and compact patterns of development that is prevalent in existing neighborhoods while contributing to Flagstaff's unique sense of place (Regional Plan Goal LU.3., and Policies CC.3.1., CC.3.2., and LU.5.3 and Southside Community Plan S.2.4, La Plaza Vieja Neighborhood Specific Plan Goal #6N);
- Allowing Interior and Attached Accessory Dwelling Units to be the same height that is allowed by the properties zone (Regional Plan Goal LU.3., and Policies CC.3.1., CC.3.2., and LU.5.3 and Southside Community Plan S.2.4.; La Plaza Vieja Neighborhood Specific Plan Goal #6N); and,
- Encourage the development of Accessory Dwelling Units on detached single-family lots by providing additional flexibility in the locations and heights of the structures. Also, allowing property owners to rent both the Single-family Dwelling Unit and the Accessory Dwelling Units (Regional Plan Goal LU.13. NH.3.2., Policies NH3.1, NH3.5. and Southside Community Plan Policies S.2.4., SLW 1.1. and SNC 1.1.; La Plaza Vieja Neighborhood Specific Plan Goal #6N).

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The provisions of the amendment are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the city. The proposed modification is intended to allow Detached Accessory Dwelling Units in the rear and side yards which are consistent with other accessory structures (e.g. a garage, storage shed, etc.). In addition, the proposed maximum allowed height (16 feet) of a Detached Accessory Dwelling Unit is the same height as other accessory structures that are allowed in setbacks of a property's zone. Also, the Attached and Interior Detached Accessory Dwelling Unit connected to a primary Single-family Dwelling Unit is proposed to have a building height that is equal to the height allowed by the property's zone. Typically, the modification to a Single-family Dwelling Unit to

incorporate an Attached or Interior Detached Accessory Dwelling Unit is indistinguishable from modifications to enlarge a Single-family Dwelling Unit without the accessory dwelling units.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Citizen Participation
Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published on the City's Facebook and Flagstaff Community Forum web pages and in the Arizona Daily Sun. The public comments received are included as Attachment 3. At the May 26, 2021, Planning and Zoning Commission meeting, a member of the public expressed support for the proposed amendment.

Planning and Zoning Commission Work Session
At the Planning and Zoning Commission Work Session of May 12, 2021, staff reviewed the proposed Zoning Code Text Amendment with the Commission. The Commission had a general question regarding the amendment to clarify their understanding of the proposed regulations.

City Council Work Session
At the City Council Work Sessions of May 11, 2021, staff reviewed the proposed Zoning Code Text Amendment with the City Council. Members of the City Council had a general question regarding the amendment to clarify their understanding of the proposed regulations. In addition, the City Council provided direction to allow property owners the ability to rent both the Single-family Dwelling Unit and the Accessory Dwelling Unit provided that the owner(s) enters into a restrictive covenant affirming that the property owner will not rent or lease both of the dwelling units for a period of fewer than 30 days (definition of a Short-Term Rental).

Planning and Zoning Commission Hearing
On May 26, 2021, the Planning and Zoning Commission reviewed the application and had general questions. These questions include:

- What are the short-term rental time periods? How will the City monitor and be able to enforce Accessory Dwelling Units from being used as short-term rentals?
    - *Short-term rentals are generally considered the leasing or renting of a dwelling unit for less than 30 days. The recordation of the proposed covenant is intended to assist the City to enforce Accessory Dwelling Units from being used as a short-term rental. Also, the City requires owners of short-term rentals to obtain a license. In addition, the City has software (LODGINGRevs) to monitor the location of the short-term rentals.*
- Has staff heard from property owners regarding the allowance to rent both the Single-family Dwelling Unit and Accessory Dwelling Unit?
    - Staff has heard from two property owners that would like, or in the process of constructing, an Accessory Dwelling Unit, and they support the proposed amendment.
- How this affects history overlay zones?
    - The development of an Accessory Dwelling Unit would be required to comply with the requirements of the applicable history overlay zones

In addition, public comment was received in support of the amendment. The Planning and Zoning Commission unanimously recommended approval of the proposed Zoning Code Text Amendment (Motioned by Commissioner Nolan, and seconded by Commissioner Mandino).

City Council Hearing
At the City Council public hearing on June 15, 2021, staff reviewed the proposed Zoning Code Text Amendment with the City Council. The City Council approved motions to read Resolution No. 2021-32 and Ordinance No. 2021-16 by title only with modifications to delete the Accessory Dwelling Unit minimum 300 square foot area requirement and increase the maximum area allowed from 600 square feet to 800 square feet. These modifications have been incorporated into Exhibit A to Resolution No. 2021-32. To address the City Council comments to clarify which setback encroachments are allowed, after the June 15, 2021 City Council Meeting, staff modified line (5) Building Form and Property Development Standards (b) (i) of Table 10-40.60.030.C. to clarify the requirements. The requirement has not changed, although it has been reworded in Exhibit A to Resolution No. 2021-32.

Attachments:
Res. 2021-32
Exhibit A to Resolution No. 2021-32
Ord. 2021-16
2. Application Narrative and Regional Plan Analysis
3. Public Comments
Presentation

RESOLUTION NO. 2021-32

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-21-00066 UPDATES TO ZONING CODE 2021 – ACCESSORY DWELLING UNIT AND ACCESSORY STRUCTURE ENCROACHMENTS REQUIREMENTS"

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; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2021-16, 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-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements"* 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 thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:

A. Case No. PZ-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

Case No. PZ-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

Amendment for Adoption into the Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

Unless otherwise stated, 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 strikethroughs 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.**

Section 1. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, 10-40.60.020 Accessory Structures, Subsection B. Approvals and Standards., paragraph 7, list d., as follows:

10-40.60.020 Accessory Structures

B. Approvals and Standards.

7. All other accessory structures shall comply with the property development standards of the property's zone, except as specified below:

   d. ~~**Allowed**~~ Encroachments into the required setbacks ~~**in addition to Section 10-50.40.020. A nonhabitable structure (e.g., garage, workshop, carport, shed, greenhouse, etc.) may encroach into the property's required zone setbacks in accordance with Table 10-40.60.020.B.7.d.**~~ **are allowed in accordance with Table 10-50.40.020.A.**

Section 2. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.020 Accessory Structures, Table 10-40.60.020.B.7.d., to delete the table, as follows:

~~**Table 10-40.60.020.B.7.d.**~~ ~~**Allowed Accessory Structure Encroachments into Setbacks**~~	
~~**Yard of Encroachment**~~	~~**Minimum Setback**~~
~~**Rear yard abutting a public alley right-of-way or private alley tract:**~~	~~**0 feet.**~~
~~**Rear yard abutting another lot or parcel:**~~	~~**5 feet.**~~
~~**Interior side yard:**~~	~~**5 feet.**~~

~~Table 10-40.60.020.B.7.d.~~ ~~Allowed Accessory Structure Encroachments into Setbacks~~	
~~Yard of Encroachment~~	~~Minimum Setback~~
~~Street side yard:~~	~~No encroachment allowed.~~
~~Front yard:~~	~~No encroachment allowed.~~
~~Notes~~	
~~1. Refer to Section 10-50.50.030, Siting and Building Standards, regarding the locations and heights of walls and fences.~~	

Section 3. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), Table 10-40.60.030.C., rows (5), as follows:

Table 10-40.60.030.C. Accessory Dwelling Unit Design, Development and Exceptions Standards		
(5)	Building Form and Property Development Standards	(a) ~~Setbacks. An ADU shall comply with the setback requirements of the property's zone and as allowed in (d) and 14 of this table.~~ **Setbacks.** **(i) A Detached ADU structure may be located in the rear and interior side setbacks, provided that the following are maintained:** **(i.1) Minimum rear setback abutting a public alley right-of-way or private alley tract: 0 feet.** **(i.2) Minimum rear setback abutting another lot or parcel: 5 feet.** **(i.3) Minimum interior side setback: 5 feet.** **(ii) An Attached or Interior ADU shall comply with the required setbacks of a lot's or parcel's zone.** **(iii) Alternative setbacks and placements are allowed in accordance with Section 10-40.60.030.D.** **(b) (i) Detached ADU Encroachments.** **(i.1) Only the encroachments in subsection (7) of Table 10-50.40.020.A. are allowed in the setbacks of subsection (5)(a)(i.2) and (5)(a)(i.3) of this Table. No other encroachment indicated in Table 10-50.40.020.A. is allowed in the setbacks of subsection (5)(a)(i) of this Table.** **(i.2) The encroachments of Table 10-50.40.020.A. are allowed into the setbacks of the lot's or parcel's zone.** **(ii) Attached and Interior Encroachments. The encroachment of Table 10-50.40.020.A. are allowed.** **(iii) A detached accessory structure constructed prior to February 16, 2016 that is located in the minimum setback(s) of subsection (5)(a)(i) of this Table or in the street side setback may be converted to an ADU or have an ADU as a**

Table 10-40.60.030.C. Accessory Dwelling Unit Design, Development and Exceptions Standards	
	second floor, provided that there is no exterior addition or increase in building height within the minimum setback(s). ~~**(b)**~~ **(c)** Building Height. ~~**The maximum height of an Attached and Detached ADU, measured in accordance with Section 10-50.30.030: 24 feet**~~ **(i) Attached and Interior ADU: Maximum height allowed by the lot's or parcel's zone.** **(ii) Detached ADU within the required setbacks of a lot's or parcel's zone: 24 feet.** **(iii) Any portion of a Detached ADU that encroaches into the required setbacks of the property's zone: 16 feet.** ~~**(c)**~~ **(d)** Lot Coverage. The lot coverage requirements of a property's zone shall: (i) Not apply to Attached and Detached ADU; and (ii) Apply to a dwelling unit containing an interior ADU. ~~**(d) Encroachment into setbacks.**~~ ~~**(i) The encroachments specified in Section 10-50.40.020 are allowed.**~~ ~~**(ii) The development of a Detached ADU on the second floor of a garage that was developed prior to February 16, 2016, and is in the required setback(s), shall be allowed, provided that no exterior additions or an increase in building height was developed to accommodate the ADU.**~~

Section 4. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), Table 10-40.60.030.C., row (12), as follows:

Table 10-40.60.030.C. Accessory Dwelling Unit Design, Development and Exceptions Standards		
(12) Required Occupancy	(a)	The property owner, which includes title holders and contract purchasers, shall occupy either the primary ~~**residence**~~ **dwelling unit** or the ADU as their principal ~~**residence.**~~ **residence, unless the primary dwelling unit and ADU are allowed to be separately leased or rented in accordance with subsection G of this Section.** ~~**The residence or ADU that is not occupied by the property owner that is rented or leased shall be for a period of no less than 30 days.**~~
	(b)	**The primary dwelling unit or the ADU that is not occupied by the property owner that is rented or leased shall be for a period of no less than 30 days.**

Section 5. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), Table 10-40.60.030.C., row (15), as follows:

Table 10-40.60.030.C. Accessory Dwelling Unit Design, Development and Exceptions Standards	
(15) Size, ADU	~~(a)~~ ~~Minimum Size: 300 square feet in gross floor area.~~ ~~(b)~~ **(a)** Maximum Size. (i) Lots less than one acre: ~~600~~ **800** square feet in gross floor area. (ii) Lots equal to or greater than one acre: 1,000 square feet in gross floor area; but, an ADU shall not be larger than fifty percent of the gross floor area of the primary dwelling unit, or ~~600~~ **800** square feet, whichever is greater. ~~(c)~~ **(b)** Allowance for Green Construction. The maximum size of an ADU constructed with green construction methods that cause the exterior walls to be greater than eight inches shall be: ~~(i) Minimum Size: 300 square feet in gross floor area, minus the area of the exterior walls~~. ~~(ii)~~ **(i)** Maximum Size. ~~(ii.a.)~~ **(i.a.)** Lots less than one acre: ~~600~~ **800** square feet in gross floor area, minus the area of the exterior walls. ~~(ii.b.)~~ **(i.b.)** Lots equal to or greater than one acre: 1,000 square feet in gross floor area; but, an ADU shall not be larger than fifty percent of the gross floor area of the primary dwelling unit, or ~~600~~ **800** square feet, whichever is greater. The area of the ADU shall include the area of the exterior walls.

Section 6. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), Table 10-40.60.030.C., row (17), as follows:

(17) Utility Service	(a) An ADU **shall** be connected to ~~the utilities~~ **utilities (except internet, telephone and television),** ~~(except internet, telephone and television)~~ **either to** ~~main of~~ the primary dwelling unit**, or** ~~and may not have~~ separate **utility** services.

Section 7. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), to amend subsection E. Restrictive Covenant., as follows:

Section 10-40.60.030 Accessory Dwelling Units (ADUs)

E. Restrictive Covenant.

1. The following shall be required, unless the property owner participates in the Rental Dwelling Unit Incentive of subsection G of this section:

~~1.~~ **a.** The property owner shall sign before a notary public a restrictive covenant that runs with the land on a form prepared by the City **Attorney or designee** affirming that the property owner shall:

~~a.~~ **i.** Occupy either the primary residence or the ADU; or

~~b.~~ **ii.** If the property owner rents or leases a property with both a primary residence and an ADU to a third party, then neither the primary residence nor the ADU shall be sub-leased.

~~2.~~ **b.** The restrictive covenant shall be submitted to the City prior to the issuance of a building permit for the ADU. The City shall record the restrictive covenant after the building permit has been issued.

Section 8. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60 Specific to Uses:, Section 10-40.60.030 Accessory Dwelling Units (ADUs), to add subsection G in alphabetical order, as follows:

Section 10-40.60.030 Accessory Dwelling Units (ADUs)

G. Rental Dwelling Unit Incentive.

1. As an incentive to property owners to construct ADUs and to increasing the number of long-term rental dwelling units that are available in the Flagstaff area, the primary residential dwelling unit and the ADU a may be rented or leased separately if the property owner agrees to and signs before a notary public a restrictive covenant on a form prepared by the City Attorney or designee affirming that the property owner will not rent or lease either of the dwelling units for a period of less than 30 days. The restrictive covenant shall be submitted to the City prior to the issuance of a building permit for the ADU, or before the property owner rents or leases the primary residential dwelling unit and the ADU, whichever is earlier. The restrictive covenant shall run with the land.

Section 9. Amend Title 10 Flagstaff Zoning Code, Division 10-50.40: Encroachments, Section 10-50.40.020 Encroachments into Minimum Required Setbacks, Table 10-50.40.020.A., as follows – including table format and shading:

Table 10-50.40.020.A.: Allowed Encroachments into Setbacks ~~and Heights~~		
(1)	Arbors, Awnings, Canopies, Court Yards, Decks, Patios, Pergolas, Porches, Stoops, Trellis, Hooded Entries, Carports and ~~Balconies[1,2,3]~~ **Balconies**	
	Standard	**Maximum Encroachment in Setback**
	Front, Rear, Street Side Setback ~~(max.)~~	**5 feet[1,2,3]** ~~5 feet~~
	Interior Side Setback ~~(max.)~~	**3 feet[1,2,3]** ~~3 feet~~
(2)	Accessory Dwelling Units ~~(ADUs)[1]~~ **(ADUs)**	
	See Section 10-40.60.030	
~~Accessory Buildings and Structures[1]~~ **(3) Accessory Buildings and Structures, Excluding Walls and Fences**		
	~~See Section 10-40.60.020~~	
	Standard	**Minimum Setback from Property Line**
	Rear setback abutting a public alley right-of-way or private alley tract	**0 feet**
	Rear setback abutting another lot or parcel	**5 feet[2,3]**
	Interior side setback	**5 feet[2,3]**
	Street side setback	**No encroachment allowed**
	Front setback	**No encroachment allowed**
(4)	**Walls and Fences**	
	Refer to Section 10-50.50.030, Siting and Building Standards, regarding the allowed locations of walls and fences.	
(5)	Ground Mounted Solar Panels	
	Standard	**Maximum Encroachment in Setback**
	Front, Rear, Street Side Setback ~~(max.)~~	5 feet
	Interior Side Setback ~~(max.)~~	3 feet
(6)	Open Stairways	
	Standard	**Maximum Encroachment in Setback**
	Rear and Exterior Side Setback	5 feet[2,3]

Table 10-50.40.020.A.: Allowed Encroachments into Setbacks ~~and Heights~~		
	Interior Side Setback	3 feet[2,3]
(7)	Bay Windows, Open Eaves, Cornices, Fireplaces and Chimneys, and Window Sills	
	Standard	**Maximum Encroachment in Setback**
	All Setbacks ~~(max.)~~	2 feet
End Notes:		
1. In no case shall the permitted encroachment exceed 50 percent of the required setback.		
2. Refer to applicable Building Code sections for permitted projections into setback areas and ensure that a 3' space is maintained between an open stairway and the property line.		
3. Refer to applicable Building Code sections for construction less than 5' from a property line.		

ORDINANCE NO. 2021-16

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-21-00066 UPDATES TO ZONING CODE 2021 – ACCESSORY DWELLING UNIT AND ACCESSORY STRUCTURE ENCROACHMENTS REQUIREMENTS"; 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 incorporate modifications and additions to the Accessory Dwelling Units and accessory structure encroachment provisions of the Flagstaff Zoning Code; and

WHEREAS, a citizen review session was held at the Planning Commission work session on May 12, 2021, 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 May 26, 2021, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the City 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 City 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-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements"*, 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. 2021-32.

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-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements*", 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. 2021-32 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code,

replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment 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 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 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 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Case No. PZ-21-00066 Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

Narrative and Regional Plan and Specific Plan Conformance Analysis

Narrative

To encourage the development of Accessory Dwelling Units on detached single-family lots, the objective of the proposed amendment is to add additional flexibility and remove barriers that are contained within the existing Accessory Dwelling Unit provisions. To achieve this objective, new provisions are proposed to be added and existing provisions are proposed to be modified to allow additional flexibility. The proposed modifications include allowing Detached Accessory Dwelling Units to be located in the required rear and interior setbacks, provided that the building height of the structure does not exceed a maximum building height of 16 feet. In addition, the maximum building height of the Attached and Interior Accessory Dwelling Units are proposed to be increased from 24 feet to the maximum height allowed by a property's zone. Also, the proposed modifications include allowing detached garages that were constructed prior to February 16, 2016, and are within the required setbacks to be converted to an Accessory Dwelling Unit. Furthermore, the proposed modifications include provisions to allow both the Accessory Dwelling Unit and the Single-family Dwelling Unit to be rented separately, as long as the property owner records a restrictive covenant that prohibits renting any unit as a short-term/vacation rental (i.e., less than 30 days).

In addition to the above modifications, the proposed Zoning Code Text Amendment includes consolidating the accessory structure encroachment allowances of Table 10-40.60.020.B.7.d. into Table 10-50.40.020.A.: Allowed Encroachments into Setbacks.

Regional Plan Conformance

Chapter VIII - Community Character

- 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.

The proposed modifications of the Accessory Dwelling Unit requirements are intended to maintain building heights and setbacks that match the provisions for other accessory structures (e.g., garage, sheds, etc.) and the allowed height of a property's zone. The proposed revisions are intended to maintain a consistent development pattern that blends newly constructed Accessory Dwelling Units in a manner that is compatible with the existing traditional neighborhood environment.

Chapter IX - Growth Areas & Land Use

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
- Policy LU.13.4. Plan suburban development to include a variety of housing options.

The proposed modifications of the Accessory Dwelling Unit provisions will assist in maintaining Flagstaff's unique sense of place that is consistent with the older and historic neighborhoods throughout the city. The revised standards are intended to provide property owners additional flexibility to develop Accessory Dwelling Units on single-family lots to promote compact and intensified development that is compatible within new and existing neighborhoods. Furthermore, the modified standards are intended to allow for an increase in housing options within new and existing neighborhoods in a manner that is consistent with the older and historic neighborhoods.

Chapter XIII - Neighborhoods, Housing, & Urban Conservation

- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.2. Promote accessory dwelling units, where appropriate.
- Policy NH.3.5. Encourage and incentivize affordable housing.

One of the primary purposes of the proposed modifications to the Zoning Code is to remove barriers to developing Accessory Dwelling Units and to increase the variety of housing options available to a diversity of income ranges. In addition, the proposed modifications are intended to incentivize Accessory Dwelling Units by providing additional flexibility in the locations that Detached Accessory Dwelling Units are allowed. Also, the revised provisions increase the allowed height of an Attached and Interior Accessory Dwelling Unit to match a property's zone. Furthermore, the modifications include provisions that would allow both the Accessory Dwelling Unit and the Single-family Dwelling Unit to be rented to separate households. To rent both the Accessory Dwelling Unit and the Single-family Dwelling Unit to separate households, the property owner would need to agree to record a restrictive covenant prohibiting the units from being rented as short term/vacation rentals (i.e., less than 30 days).

Specific Plans

Southside Community Plan

- Policy S 4.1. Encourage housing types and prices for people with a variety of income levels and housing needs.
- Policy SLW 1.1. The appropriate mix of uses in the Live/Work Neighborhood are:
  - Single family homes and duplexes with accessory dwelling units,
  - Multiunit clusters, often including a cottage in front with medium to high density on site and one to two story buildings,
  - Clusters of apartment buildings on lots less than one-half block in size,

    - Live/work units, and
    - Small studios and shops that support self-employment and neighborhood services.
- Policy S 2.4. Replicate patterns, materials, and architectural features of historic building in new construction.
- Policy SNC 1.1. The appropriate mix of uses in the Southside Neighborhood Core are:
    - Single family homes and duplexes with or without accessory dwelling units,
    - Small shops with housing in the rear or above,
    - Home occupation, and
    - Neighborhood uses compatible with a residential setting.

La Plaza Vieja Neighborhood Specific Plan

- Goal #6N: Preserve the neighborhood core as a predominantly single-family neighborhood. Single-family residential cottages with yards are the primary building type in the Neighborhood Core with compatibly-designed accessory dwelling units and duplexes that do not dominate the block or street as an element of the urban neighborhood.

To encourage the development of Accessory Dwelling Units on detached single-family lots, the objective of the proposed amendment is to add additional flexibility and remove barriers that are contained within the existing Accessory Dwelling Unit provisions. In addition, the proposed modification to the Accessory Dwelling Units provisions are intended to assist in providing a diversity of housing options that are available to a variety of income ranges.

Daniel Symer

From: Charlie Silver <cws720@gmail.com>
Sent: Tuesday, May 11, 2021 10:37 AM
To: Mayor and Council
Cc: Daniel Symer
Subject: Fwd: Case No. PZ-21-00066

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,
I also thought it prudent to send this directly to you as well. Sorry if it's duplicative.
Thank you.

---------- Forwarded message ---------
From: **Charlie Silver** <cws720@gmail.com>
Date: Tue, May 11, 2021 at 12:25 AM
Subject: Case No. PZ-21-00066
To: <publiccomment@flagstaffaz.gov>

RE: Proposed amendment to the Zoning Code to modify the existing Accessory Dwelling Unit (ADU) and accessory structure requirements (Case No. PZ-21-00066)

I oppose the request by the City to amend the Zoning Code to incorporate provisions to allow a Detached Accessory Dwelling Unit to encroach into a property's required interior and rear setback, even attempting to ensure that the maximum height of the structure does not exceed 16 feet. First, regarding code enforcement I often hear that the system is complaint driven. In other words the burden is placed on neighbors/individuals to monitor, interprete, and report (complain) to the City that something "appears" to be a code violation. This is not right - it pits neighbor against neighbor. And, if someone were to go above 16 feet, I have very little faith that the City would enforce the height limit, i.e., make someone tear down something that was in the process of being built or was already built. Secondly, encroaching into setbacks reduces light for growing food (sustainability issue); it is also depressing and intrusive to neighbors. And fundamentally setbacks should not be diluted/eliminated by encroachments - then why have them at all? Because people need some elbow room. Especially, most likely, in the areas that would experience an ADU rush, i.e., those with small lots already. I seriously doubt there will be an ADU rush in areas that have large lots with an abundance of elbow room.

Also, I oppose the request by the City to remove barriers to homeowners building Accessory Dwelling Units on their property – particularly to the removal of requirements related to the property owner occupying either the single-family dwelling unit or the Accessory Dwelling Unit as their principal residence.
I understand the purpose of eliminating this requirement is to allow a property owner to construct an Accessory Dwelling Unit on the same lot as a single-family dwelling unit and rent both units. Without the property owner on site, by virtue of them occupying one of the units as their principal residence, is a recipe for unacceptable change to neighborhoods by potentially increasing the proportion of short-term rentals. Neighborhoods and neighborhood character throughout the entire City is very important. Short-term rentals eat away at neighborhoods through increased light and noise pollution because of a party mentality by a lot of these

renters. Yes, there is a party ordinance; but once again, the burden is placed on neighbors to lodge a complaint. I do believe there should be rules in place regarding short-term rentals. Additionally, I do not think it's right to turn neighborhoods into commercial districts exacerbated by short-term rental monetary motivation.

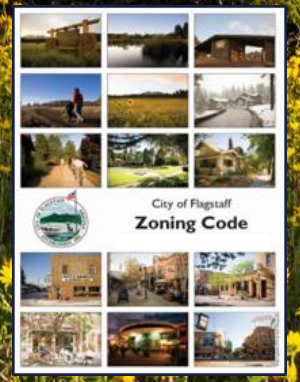
Thank you,
Charlie Silver
Flagstaff

Updates to Zoning Code 2021 – Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

City's Request to Amend the Zoning Code Case PZ-21-00066

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Dan Symer, AICP
Zoning Code Manager



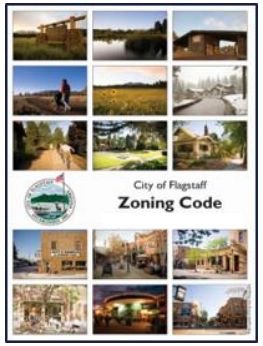
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City's Proposed Zoning Code Text Amendment

Purpose:

Amend the Zoning Code to

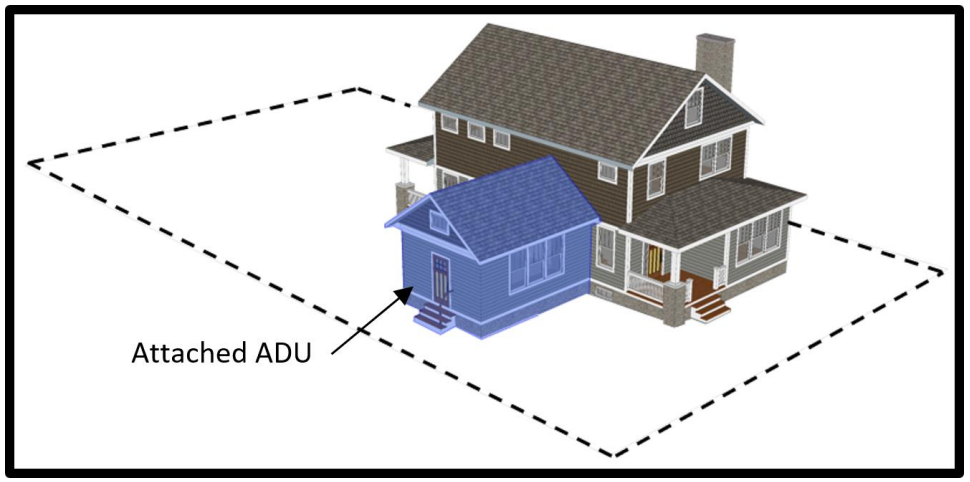
- **Modify the existing Accessory Dwelling Unit provisions to address the location and height allowances for Attached, Detached, and Interior Accessory Dwelling Units**
- **Consolidate the accessory structure encroachments provision into one table**

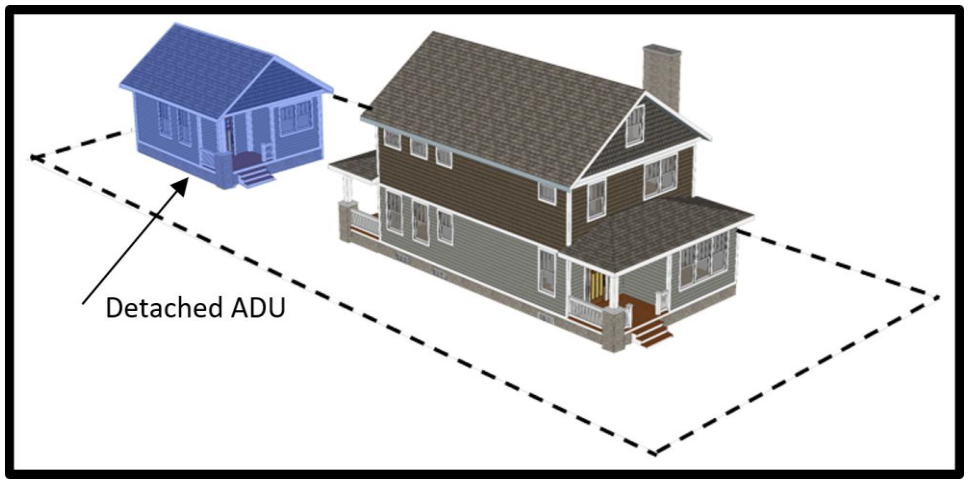


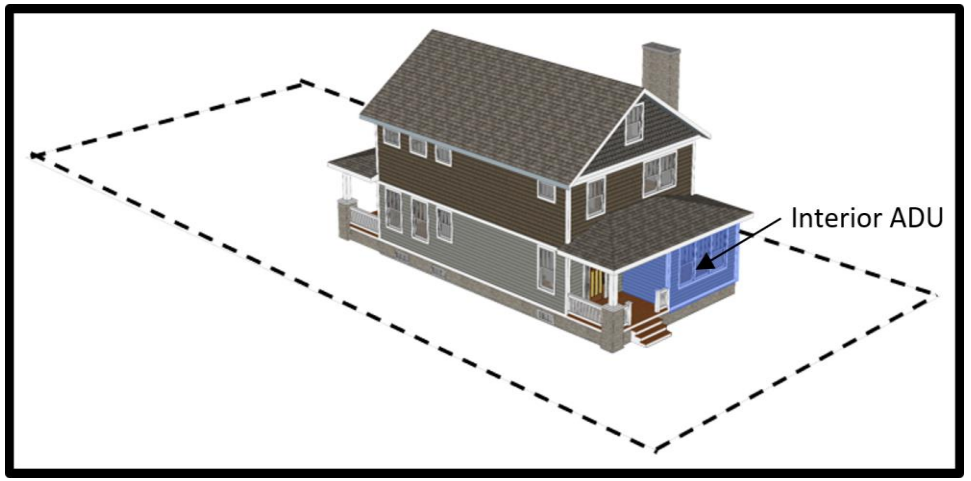
Accessory Dwelling Units and Accessory Structure Encroachments Requirements

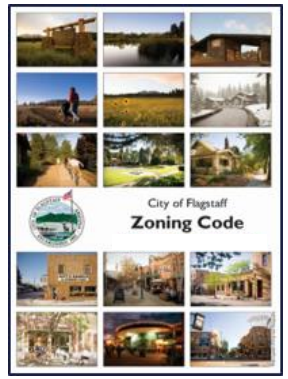
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Types of Accessory Dwelling Units







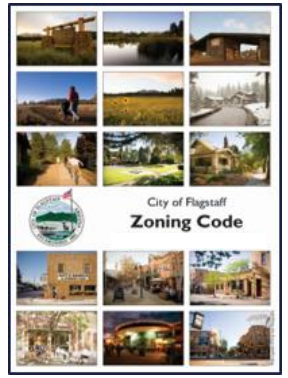


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City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

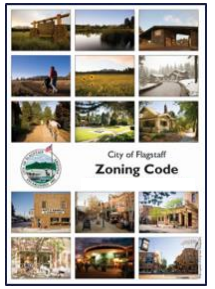
- **Detached Accessory Dwelling Units to encroach into the required interior and rear setback**
- **Proposed Allowance**
  - **Five foot setback from interior side property**
  - **Five foot setback from rear property line, except allow a zero foot setback adjacent to public or private alley**
  - **Sixteen foot building height allowance**
  - **Allow the first floor of a existing garages to be used in as Detached Accessory Dwelling Unit**



City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **A detached ~~garage~~ ACCESSORY STRUCTURE constructed prior to February 16, 2016 that is in the minimum setback(s) of subsection (5)(a)(i) of this Table or in the street side setback may be converted to an ADU or have an ADU ~~above the garage~~ as a second floor, provided that THERE IS no exterior additions or ~~an~~ increase in building height ~~is developed to accommodate the ADU~~ WITHIN THE MINIMUM SETBACK(S).**

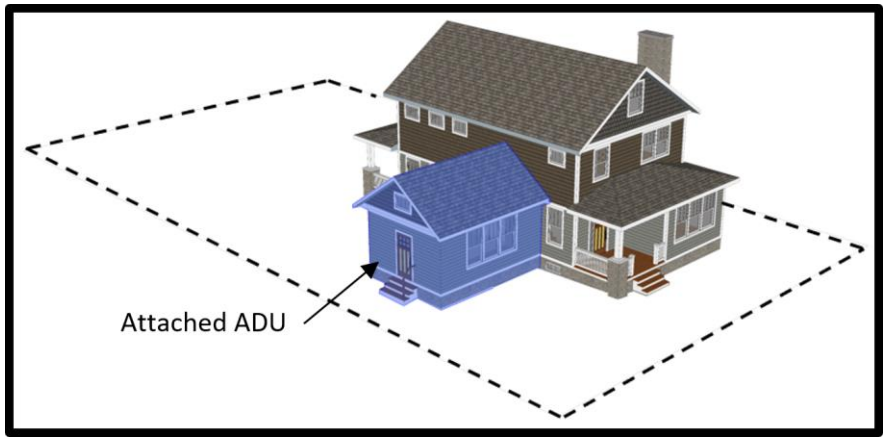


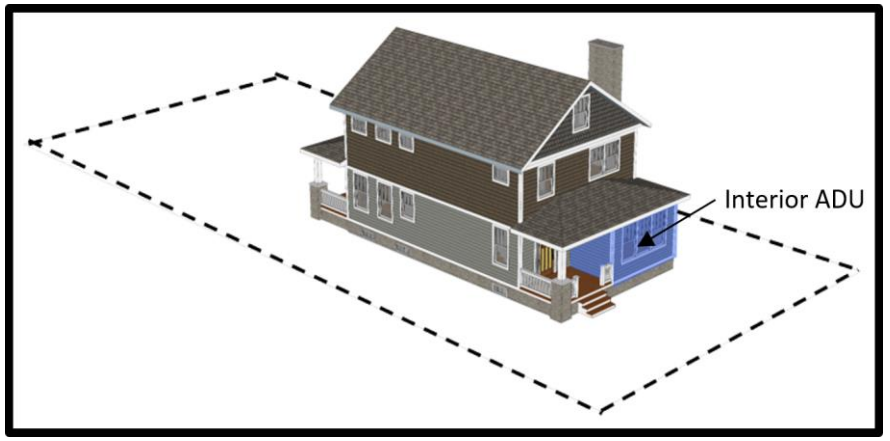
Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **Interior and Attached Accessory Dwelling Unit**
  - **Maintain the existing setback requirements**
  - **Proposed to allow Interior and Attached Accessory Dwelling Unit to be constructed to the height allowed by the property's zoning**



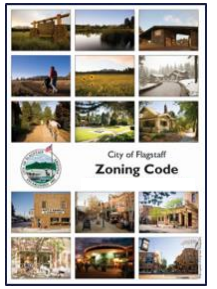


City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **Incentive the development of an Accessory Dwelling Unit by allowing the property owner to lease both the Accessory Dwelling Unit and the Single-Family Dwelling Unit if they agree to restrictive covenant or agreement prohibiting the units from being leased less than 30 days**

- **Consolidate the accessory structure encroachments provision into one table**



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Staff Recommendation

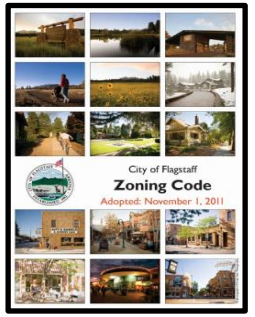
Findings for Zoning Code Text Amendments:

(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.

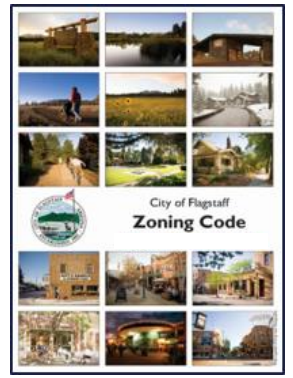
Planning and Zoning Commission and Staff recommends approval



Accessory Dwelling Unit and Accessory Structure Encroachments Requirements

TEAM FLAGSTAFF
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Questions and Comments



7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-33 and Ordinance No. 2021-17: 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-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial;" 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 modify the Zoning Code to include a new zone called Neighborhood Community Commercial (NCC).

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2021-33
2) Read Ordinance No. 2021-17 by title only for the final time
3) City Clerk reads Ordinance No. 2021-17 by title only (if approved above)
4) Adopt Ordinance No. 2021-17

Executive Summary:

The proposed amendment (Exhibit A to Resolution No. 2021-33) modifies the Zoning Code to create a new zone Neighborhood Community Commercial (NCC). This zone is to provide the City Council and property owners a zone to implement the High Occupancy Housing Specific Plan's implementation strategy (Strategies to be implemented by 2019, bullet 5, page 102) and the Southside Community Plan's policy (Policies SMS 1.2. and SLW 1.2.) to lower the building height in the Community Commercial (CC) zone in the North End and Sunnyside Neighborhoods, and in the Southside Main Streets and Live/Work Neighborhood areas from 60 feet to 45 feet. The proposed Neighborhood Community Commercial (NCC) is identical to the Community Commercial (CC) zone, except that the maximum building height is limited to 45 feet.

The Planning and Zoning Commission reviewed and provided a recommendation of approval at the May 26, 2021, Planning and Zoning Commission meeting.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

The proposed code amendment to create a new Neighborhood Community Commercial (NCC) zoning district implements policies and strategies adopted in the High Occupancy Housing Plan and the Southside Neighborhood Plan. Rather than change the permitted height in the existing Community Commercial zone, which would impact a much larger part of the community, the creation of the new district allows it to be requested by property owners. Staff will be completing additional public outreach to determine if there are areas recommended for city-initiated rezonings. However, the creation of the new NCC district does not rezone anyone's property.

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

Priority Based Budget Key Community Priorities and Objectives

- Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.
- Achieve a well-maintained community through comprehensive & equitable code compliance, & development that, is compatible with community values.
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust.

City Council Goals

- Revise the Zoning Code to remove ambiguities, and ensure it is consistent with community values and with the Regional Plan.

The proposed Zoning Code Text Amendment is intended to implement the public's input and the High Occupancy Housing Specific Plan's implementation strategy (Strategies to be implemented by 2019, bullet 5, page 102) and the Southside Community Plan's policy (Policies SMS 1.2. and SLW 1.2.) to lower the building height in the Community Commercial (CC) zone in the North End and Sunnyside Neighborhoods, and the Southside Main Streets and Live/Work Neighborhood areas from 60 feet to 45 feet. The current ordinance will create the new NCC district, but does not rezone anyone's property.

Regional Plan

Below is a list of the Goals and Policies that the proposed Zoning Code Text Amendment complies with.

Chapter IX - Growth Areas & Land Use

- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.
- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- 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.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- 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.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.

- Policy LU.19.2. Establish the context and regional or neighborhood scale of each corridor prior to design with special consideration for those intended to remain residential or natural in character.

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.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.
- Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.
- Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

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 2.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

1. Approve the amendment with no changes;
2. Approve the amendment with modifications; or
3. Deny the amendment.

Proposed Amendment:

The proposed amendment (Exhibit A to the Resolution No. 2021-33) incorporates a new zone called Neighborhood Community Commercial (NCC). The Neighborhood Community Commercial (NCC) zone is identical to the Community Commercial (CC), except that the allowed building height is 45 feet.

The primary purpose of the Neighborhood Community Commercial (NCC) zone is to provide the City Council and property owners a zone to implement the High Occupancy Housing Specific Plan's implementation strategy (Strategies to be implemented by 2019, bullet 5, page 102) and the Southside Community Plan's policy (Policies SMS 1.2. and SLW 1.2.) to lower the building height in the Community Commercial (CC) zone in the North End and Sunnyside Neighborhoods, and the Southside Main Streets and Live/Work Neighborhood areas from 60 feet to 45 feet. Since the Neighborhood Community Commercial (NCC) zone would be a new zone, it will allow the City Council the flexibility to determine which areas of Flagstaff with the Community Commercial (CC) zone should maintain the currently allowed maximum building height of 60 feet, such as certain properties adjacent to commercial corridor streets, and which areas should have a maximum building height of 45 feet.

It should be noted that no property will be rezoned to the Neighborhood Community Commercial (NCC) with this application.

Zoning Code Text Amendment

The Planning Director shall provide a recommendation to the Planning and Zoning Commission for its review. The 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 the following: 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 Division 10-40.20 (Establishment of

Zones) of the Zoning Code; and a recommendation on 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 amendment's primary purpose is to implement the High Occupancy Housing Specific Plan and the Southside Community Plan to limit the allowed building height to 45 feet on properties currently zoned Community Commercial (CC) and in the Southside Main Streets and Live/Work Neighborhood areas of the Southside in accordance with the strategy and policies referenced in Section I of this report. Furthermore, the adoption of the amendment would address multiple goals and policies of the Regional Plan and related specific plans. Staff's narrative and comprehensive Regional Plan and Specific Plan conformance analysis is included as Exhibit A to Resolution No. 2021-33. A summary of the goals and policies that the proposed Zoning Code Text Amendment is consistent and conforms with include:

- Providing a building height of 45 feet that is compatible with the older and historic neighborhoods and building forms, consistent with traditional development patterns of the "Historic" activity centers, assists in mitigating new development impacts on heritage resources, promotes compact development appropriate to the neighborhood framework and scale, and preserves viewsheds (Goals CC.3., LU.3., NH.6., S 2., and S 4. and Policies CC.2.3., CC.2.7., CC.2.8, CC.3.1., CC.3.2., LU.2.2., LU3.1, LU5.3, LU 10.3, LU18.9, LU19.2., N.H.1.2., NH.1.8., NH.6.1., HOH.1.2., HOH.2.1., S 2.4., SMS 1.2., and SLW 1.2.); and
- Providing a mix of residential and non-residential land uses that are compatible, mutually supportive, and assist in promoting a walkable environment that is derived from traditional and historic land use patterns that contribute to the overall community character (Goal LU.3., NH.6., and S 4. and Policies LU.2.2. LU.10.3., LU.10.5., and LU.18.2).

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The provisions of the amendment are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the city. With the exception of the allowed building height, the proposed Neighborhood Community Commercial (NCC) zone is identical to the existing Community Commercial (CC) zone. The allowed building height in the proposed zone is 45 feet. The purpose of the 45-foot building height of the proposed Neighborhood Community Commercial (NCC) zone is to implement the public's interest identified in the High Occupancy Housing Specific Plan and the Southside Community Plan's goals, policies, and strategies.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Citizen Participation
Public outreach was conducted in August 2019 as it pertains to modifying the Community Commercial (CC) zone building height from 60 feet to 45 feet, and additional public outreach was conducted in July 2020 pertaining to the proposed Neighborhood Community Commercial (NCC) zone. Over 210 people, including emails, letters, meetings, and visits to the Flagstaff Community Forum topic web page, have

participated. The public comments on the Community Forum web page were split up by general public comments and property owner comments. In summary, approximately 83% of the general public that responded to the Community Forum topic supported the 45-foot building height. If the proposed Neighborhood Community Commercial (NCC) zone is adopted, it will allow the City Council and property owners to rezone areas of the North End, Southside, and Sunnyside neighborhoods to the proposed zone.

At the May 26, 2021 Planning and Zoning Commission meeting, a member of the public expressed opposition to proposed amendment since it has a lower building height (45-feet). An additional detailed summary of the public outreach and separate email messages received are included in Attachment 3.

Planning and Zoning Commission Work Session
On August 12, 2020, the Planning and Zoning Commission reviewed the proposed Neighborhood Community Commercial (NCC) zone and supported its creation. At the time, the Commission had general questions and comments regarding the locations where the proposed zone could be implemented.

City Council Work Session
At the City Council Work Session of August 25, 2020, the City Council reviewed the proposed Neighborhood Community Commercial (NCC) zone and requested staff conduct additional public outreach as it pertains to the locations that the zone would be applied. On April 27, 2021, the City Council reviewed and supported creating the Neighborhood Community Commercial (NCC) zone and the methodology to conduct a neighborhood-by-neighborhood public outreach strategy after the zone's adoption to determine the locations and support to rezone areas of the North End, Southside, and Sunnyside neighborhoods to the proposed zone. At the April 27, 2021 City Council meeting, a member of the public expressed opposition to proposed amendment since it has a lower building height (45-feet). An additional detailed summary of the public outreach and separate email messages received are included in Attachment 3.

Planning and Zoning Commission Hearing
On May 26, 2021, the Planning and Zoning Commission reviewed the application and had general questions. A summary of the questions specific to the proposed Zoning Code Text Amendment include:

- Is the proposed amendment just adding a new zone to the Zoning Code, or does it include the rezoning of the property at this time?
    - *The amendment is only to create the new Neighborhood Community Commercial (NCC) zone. No property's existing zoning will be affected by the adoption of the proposed Zoning Code Text Amendment to add Neighborhood Community Commercial (NCC) zone.*
- Will the comments received pertaining to the rezoning of the properties to the Neighborhood Community Commercial (NCC) zone be carried over to future discussions to amend the Zoning Map to incorporate the zone?
    - *Yes. The comment's received regarding property rezoning will be carried over.*
- *What is the process to implement the* Neighborhood Community Commercial (NCC) zone?
    - *After the Zoning Code has been adopted and effective, additional public outreach will be conducted regarding the possible rezoning of property. The findings of the public outreach will be presented to the City Council for direction as they pertain to a potential City initiated rezoning application.*

Two public comments were received in opposition of the proposed Zoning Code Text Amendment. The Planning and Zoning Commission unanimously recommended approval of the proposed Zoning Code Text Amendment (Motioned by Commissioner Jones, and seconded by Commissioner Paul).

Attachments: Res. 2021-XX

Exhibit A to Res. 2021-33
ORD2021-17
2. Narrative and Regional Plan Conformance Analysis
3. Public Comments
Staff Presentation

RESOLUTION NO. 2021-XX

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-19-00123 UPDATES TO ZONING CODE 2019 – NEIGHBORHOOD COMMUNITY COMMERCIAL (NCC)"

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. 2021-17, 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-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)"* 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 thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:

A. Case No. PZ-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)

Case No. PZ-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)

Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

Unless otherwise stated, 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.**

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.20: Establishment and Designation of Zones, Section 10-40.20.020 Zones, Table 10-40.20.020.A: Zones, to add Neighborhood Community Commercial (NCC), as follows – including the format of the table:

Table 10-40.20.020.A: Zones	
Zone Symbol	**Name of Zone**
Non-Transect Zones	
Residential Zones	
RR	Rural Residential
ER	Estate Residential
R1	Single-Family Residential
R1N	Single-Family Residential Neighborhood
MR	Medium Density Residential
HR	High Density Residential
MH	Manufactured Housing
Commercial Zones	
SC	Suburban Commercial
CC	Community Commercial
NCC	**Neighborhood Community Commercial**
HC	Highway Commercial
CS	Community Service
CB	Central Business
Industrial Zones	
RD	Research and Development

Table 10-40.20.020.A: Zones	
Zone Symbol	**Name of Zone**
LI	Light Industrial
LI-O	Light Industrial Open
HI	Heavy Industrial
HI-O	Heavy Industrial Open
Resource and Open Space Zones	
PF	Public Facility
PLF	Public Lands Forest
POS	Public Open Space
Transect Zones	
T1	T1 Natural
T2	T2 Rural
T3N.1	T3 Neighborhood 1
T3N.2	T3 Neighborhood 2
T4N.1	T4 Neighborhood 1
T4N.2	T4 Neighborhood 2
T5	T5 Main Street
T6	T6 Downtown
TND	Traditional Neighborhood District
Overlay Zones	
AO	Airport Overlay
DO	Downtown Overlay
LO	Landmark Overlay
TO	Townsite Overlay
RPO	Resource Protection Overlay

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040 Commercial Zones, to add Neighborhood Community Commercial (NCC) zone, and format Table 10-40.30.040.B., as follows:

10-40.30.040 Commercial Zones

A. **Intent.**

1. **SC.** The Suburban Commercial (SC) zone applies in areas with suburban character that are appropriate for neighborhood commercial uses. This zone allows retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods. The SC zone encourages the orderly development of dispersed commercial areas and diverse housing choices. The standards of this zone ensure that such commercial zones will be compatible with adjacent, noncommercial development and will minimize the undesirable effects of heavy traffic, type of activity, and site development requirements.

2. **CC.** The Community Commercial (CC) zone applies to areas of the City appropriate for dispersed commercial areas designed to serve communitywide needs. Such areas provide a wide variety of goods and services in predominately established, built up areas and must be consistent with the overall development of the City and its environs. The development of residential uses in addition to commercial uses is also encouraged in this zone to provide diversity in housing choices. The provisions of this zone are intended to ensure that such commerce will be compatible with adjacent, noncommercial development and to minimize the undesirable effects of heavy traffic, commercial activity, and site requirements.

3. NCC. The Neighborhood Community Commercial (NCC) zone applies to pre-World War II urban areas, intense suburban areas, and new neighborhood-scale activity centers and urban neighborhoods of the City, which are appropriate for a mixed composition of live/work opportunities in a walkable neighborhood environment. The property development standards of this zone provide for a variety of densities and intensities in varying scales, while maintaining a building height that is compatible to older and historic structures within the City. The uses of this zone provide for a diversity of housing options and commercial opportunities that serve the neighborhood and the larger community. The specific provisions of the zone are intended to achieve a neighborhood of moderate sized compatible uses, while minimizing the undesirable effects of more intense commercial activities, large-scale high occupancy housing, and heavy traffic.

~~3.~~ **4. HC.** The Highway Commercial (HC) zone applies to areas of the City appropriate for a full range of automobile-oriented services. The development of commercial uses in addition to residential uses is encouraged in the HC zone to provide diversity in housing choices; provided, that residential uses are located above or behind commercial buildings so that they are buffered from adjoining highway corridors. The provisions of this zone are also intended to provide for convenient, controlled access and parking, without increasing traffic burdens upon the adjacent streets and highways. This zone is designated primarily at the commercial corridors of the City, with the intention of making the City more attractive as a tourist destination while providing needed commercial activity.

~~4.~~ 5. **CS.** The Commercial Service (CS) zone applies to areas of the City appropriate for those service industries and support activities necessary to maintain viable commercial retail trade centers. The development of residential uses in addition to commercial uses is encouraged in this zone; provided, that residential uses are located above or behind the primary commercial service use.

~~5.~~ 6. **CB.** The Central Business (CB) zone applies to the central core area which is appropriate for accommodating retail commercial, personal services, and governmental, business, financial, professional, and general offices. The uses in this area require a central location accessible to all routes entering the City and grouped so that the shopper or user can park once and visit a number of stores and offices on foot. The development of residential uses in addition to commercial uses is encouraged in this zone; provided, that residential uses are located on the second story or above or behind on the first floor.

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B., as follows – including the format of the table:

Table 10-40.30.040.B.
Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones					
		SC	CC	NCC	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	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	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		--	P[3]	P[3]	P[3]	--	P[3]
Wholesaling and Distribution		--	--	--	--	P	P[3]

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**					
		SC	**CC**	**NCC**	**HC**	**CS**	**CB**
Recreation, Education and Assembly							
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	**UP**	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	**--**	P	--	--
Commercial Recreation Facilities, Indoor		P	P	**P**	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	**UP**	UP	--	--
Libraries, Museums		P	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]	P/UP[5]
Neighborhood		P[5]	P/UP[5]	**P/UP[5]**	--	--	--
Outdoor Public Uses, General		P	P	**P**	P	--	--
Places of Worship		P/UP[10]	P/UP[10]	**P/UP[10]**	P/UP[10]	P/UP[10]	P/UP[10]
Schools – Public and Charter		P	P	**P**	P	P	P
Schools – Private		P	P	**P**	P	P	P
Theaters		P	P	**P**	P	--	P
Trade Schools		--	UP	**UP**	UP	UP	UP
Residential[7]							
Co-housing	10-40.60.120	P[6]	P[6]	**P[6]**	P[6]	P[6]	P[6]
Congregate Care Facilities		UP	P	**P**	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	**P**	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	**P**	P	P	P
Development, Duplex		P[6]	P[6,9]	**P[6,9]**	P[6]	P[6]	P[6]
Development, Multiple-Family		P[6]	P[6]	**P[6]**	P[6]	P[6]	P[6]
Development, Single-Family		--	P[9]	**P[9]**	--	--	--

Table 10-40.30.040.B. Commercial Zones – Allowed Uses								
Primary Land Use[1]		**Specific Use Regulations**	**Commercial Zones**					
			SC	**CC**	**NCC**	**HC**	**CS**	**CB**
Dormitories			UP[6]	UP[6]	**UP[6]**	UP[6]	UP[6]	UP[6]
Fraternities and Sororities			UP[6]	UP[6]	**UP[6]**	UP[6]	UP[6]	UP[6]
Group Homes			P[6]	P[6]	**P[6]**	P[6]	P[6]	P[6]
High Occupancy Housing Development, Single-Family		10-40.60.175	--	UP	**UP**	--	--	--
High Occupancy Housing Development, Two-units		10-40.60.175	UP[6]	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]	UP[6]
High Occupancy Housing Development, Four-units and Greater		10-40.60.175	UP[6]	UP[6]	**UP[6]**	UP[6]	UP[6]	UP[6]
Home Occupation		10-40.60.180	P[6]	P[6]	**P[6]**	P[6]	P[6]	P[6]
Institutional Residential								
	Custodial Care Facilities		P[8]	P[8]	P[8]	P[8]	P[8]	P[8]
	Homeless Shelters	~~10-40.60.190~~						
	Emergency Shelters	**10-40.60.190**	P[8]	P[8]	P[8]	P[8]	P[8]	P[8]
	Short Term Housing		P[8]	P[8]	P[8]	P[8]	P[8]	P[8]
	Transitional Housing		P	P	P	P	P	P
	Sheltered Care Homes		P	P	**P**	P	P	P
	Nursing Homes		UP	UP	UP	UP	UP	UP
Live/Work		10-40.60.200	P	P	**P**	P	P	P
Planned Residential Development		10-40.60.280	P/UP	P/UP[9]	**P/UP[9]**	UP	UP	UP
Residence for Owner, Caretaker or Manager			P[6]	P[6]	**P[6]**	P[6]	P[6]	P[6]
Single Room Occupancy			UP	--	**--**	P	--	P

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**					
		SC	**CC**	**NCC**	**HC**	**CS**	**CB**
Retail Trade							
Bars/Taverns		P	P	**P**	P	P	P
Crematorium		P	P	**P**	P	P	--
Drive-through Retail	10-40.60.160	P	P	**P**	P	--	--
Drive-through Service		P	P	**P**	P	--	--
Farmers Markets and Flea Markets		--	P	**P**	P	P	P
General Retail Business		P	P	**P**	P	P	P
Mixed Use	10-40.60.260	P	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	UP
Restaurant or Cafe		P	P	**P**	P	P	P
Services							
Bed and Breakfast Establishments	10-40.60.110	P	P	**P**	P	P	P
Cemeteries		UP	UP	**UP**	UP	UP	--
Dry-cleaning, Processing		P	P	**P**	P	--	--
Equipment Rental Yard		--	UP	**UP**	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	**P**	P	--	UP
General Services		P	P	**P**	P	P	P
Hospital		UP	UP	**UP**	UP	UP	UP
Kennel, Animal Boarding	10-40.60.195	--	--	**--**	UP[11]	--	--
Medical Marijuana Dispensary	10-40.60.220	--	--	**--**	P	--	--
Office		P	P	**P**	P	P	P
Public Services							
Public Services Major		--	--	**--**	--	--	--
Public Services Minor		P	P	**P**	P	P	P
Emergency Services		UP	UP	**UP**	UP	UP	UP

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**					
		SC	**CC**	**NCC**	**HC**	**CS**	**CB**
Travel Accommodations		UP	--	--	P	--	P
Veterinary Clinics		P	P	P	P	P	--
Veterinary Hospitals		--	--	--	UP	UP	--
Telecommunication Facilities							
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP
Antenna-Supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P
Collocation Facility	10-40.60.310	P	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	P	P	P	P
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P
Transportation and Infrastructure							
Accessory Wind Energy Systems	10-40.60.040	P	P	P	P	P	P
Garages, Off-Street		P	P	P	P	P	P
Parking Lots, Off-Street	10-50.80	P	P	P	P	P	P
Passenger Transportation Facilities		--	--	--	UP	UP	UP
Urban Agriculture							
Community Gardens	10-40.60.140	P	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	P	--
Automobile and Trailer Rental		--	--	--	P	P	--

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**					
		SC	**CC**	**NCC**	**HC**	**CS**	**CB**
Automobile/Vehicle Sales and Service, New and Used		--	UP	**UP**	P	P	UP
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	**--**	P	P	--
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	**UP**	P	P	--
Car Washes		P	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.							
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							

Table 10-40.30.040.B. Commercial Zones – Allowed Uses							
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**					
		SC	**CC**	**NCC**	**HC**	**CS**	**CB**
-- = Use Not Allowed							

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**	**NCC**	**HC**	**CS**	**CB**
Building Placement Requirements						
Setback from property line						
Front (Also see Section 10-50.60.040.B)	15'[1]	0'	**0'**	0'[2]	0'	0'
Side						
Adjacent to Residential Use		---------- 15' min.[6] ----------				
Street Side (min.)	10'[3]	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]	**45' [7, 14]**	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	**2.5**	3.0	2.0	No max.
Density Requirements						
Gross Density (units/acre)						
Maximum without the Resource Protection Overlay (RPO)	13[11]	---------- 29[11] ----------				
Maximum with the RPO, inside of a pedestrian	13[11]	---------- 29[11] ----------				

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards							
		Commercial Zones					
	SC	CC	NCC	HC	CS	CB
shed of an activity center[13]						
Maximum with the RPO, outside of a pedestrian shed of an activity center[13]	13[11]	---------- 22[11]----------				
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 outside 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	9,000	7,000
Width (min.)[5]	50'	60'	**60'**	60'	60'	50'
Depth (min.)[5]	100'	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.						

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards						
		Commercial Zones				
	SC	CC	NCC	HC	CS	CB
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 **and NCC** ~~**zone**~~ **zones** 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.						
14. Conditional Use Permit required for structures over 45' in height.						

D. **Miscellaneous Requirements – All Commercial Zones.**

1. In accordance with Chapter 11-20, Subdivision and Land Split Regulations, and Title 13, Engineering Design Standards and Specifications for New Infrastructure, of the City Code, all land subdivided into lots or parcels shall abut a public right-of-way or private street tract, and have water and sewer infrastructure service.

2. All products incidental to a permitted use which are manufactured or processed on the premises shall be sold on the premises and at retail only, and shall be further limited as follows:

    a. In the CC and CB zones, such activity shall be restricted to not over 25 percent of ground floor area of the building or buildings.

    b. In the CS zone, such activity shall be restricted to not over 50 percent of ground floor area of the building or buildings.

    c. In the CC and CB zones, not more than five employees shall be engaged in such activity.

    d. In the CS zone, not more than 10 employees shall be engaged in such activity.

3. Every development in the commercial zones shall have a refuse storage area constructed and provided in accordance with City standards.

4. Temporary uses shall be permitted in compliance with Section 10-20.40.150, Temporary Use Permits.

5. **Accessory Uses.**

    a. An Accessory Dwelling Unit (ADU) use is allowed in commercial zones on a lot containing a single-family dwelling unit as the primary use.

    b. All other accessory uses are allowed in accordance with Section 10-40.60.025.

6. **Accessory Structures.**

    a. An Accessory Dwelling Unit (ADU) structure that complies with Section 10-40.60.030 is allowed in Community Commercial (CC) and **Neighborhood Community Commercial (NCC)** ~~**zone**~~ **zones** on a lot containing a detached single-family dwelling.

    b. All other accessory structures are allowed in accordance with Section 10-40.60.020.

ORDINANCE NO. 2021-17

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-19-00123 UPDATES TO ZONING CODE 2019 – NEIGHBORHOOD COMMUNITY COMMERCIAL (NCC)"; 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 incorporate a new zone called the "Neighborhood Community Commercial (NCC)" zone into the Flagstaff Zoning Code regulations; and

WHEREAS, a citizen review session was held at the Planning and Zoning Commission work session on August 12, 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 May 26, 2021, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the City 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 City 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-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)"*, 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. 2021-33.

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-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)*", 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. 2021-33 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment 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 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 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 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Case No. PZ-19-00123 Updates to Zoning Code 2019 – Neighborhood Community Commercial (NCC)

Narrative and Regional Plan and Specific Plan Conformance Analysis

Narrative

The proposed amendment is to create a new zone called the Neighborhood Community Commercial (NCC) zone. This new zone will be identical to the existing Community Commercial (CC) zone as it pertains to the allowed land uses and property development standards (setbacks, Floor Area Ratio, lot sizes, etc.), except that the allowed maximum building height would be limited to 45 feet.

In February 2018, the City Council adopted the citywide High Occupancy Housing Specific Plan. The High Occupancy Housing Specific Plan was developed in response to the community's dialogue about the previously proposed high-intensity mid-rise developments near historic neighborhoods that primarily catered to college students. The High Occupancy Housing Specific Plan is intended to provide direction in the form of goals, policies, and strategies to accommodate various housing options in areas of the city that can support infill, redevelopment, and mixed-use activities. The Plan's goals, policies, and implementation strategies address a broad spectrum of topics (see Chapters 4 and 5 of the HOH Plan). Specific to this application, the Plan's implementation strategies include lowering the building height in the Community Commercial (CC) zone from 60-feet tall to 45-feet tall (Strategies to be implemented by 2019, bullet 5, page 102).

The concept to have a separate zone to address the HOH Plan implementation strategy to change the building height of the Community Commercial (CC) zone from 60 feet to 45 feet is a result of the comments received at the public open house meetings, the Planning and Zoning Commission's Work Session that occurred in August 2019, and the City Council's Work Session that occurred in October 2019. In summary, instead of limiting the Community Commercial (CC) zone to a maximum building height of 45 feet, the comments received suggested restricting the locations where the 45-foot maximum building height would be applied. As a result of these comments, it became apparent that a separate zone would be an appropriate mechanism to implement the above-mentioned HOH Plan implementation strategy. A different zone would allow the option to rezone specific areas of the city to the Neighborhood Community Commercial (NCC) zone and maintain the existing Community Commercial (CC) zone in other areas. This approach would allow the City Council to determine which areas of the city with the Community Commercial (CC) zone should have a maximum building height of 45 feet and which areas should maintain the currently allowed maximum building height of 60 feet.

Regional Plan Conformance

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.
- Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

- 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.

The proposed Neighborhood Community Commercial (NCC) zone is intended to be used to replace the existing Community Commercial (CC) zoning on the properties in Flagstaff that are primarily located in older and historic neighborhoods (Southside, North End, and Sunnyside). These neighborhoods typically consist of a variety of residential and non-residential uses that primarily exist in lower-scale one-, two-, and three-story buildings. To assist in maintaining the mix of land uses in these areas, the Neighborhood Community Commercial (NCC) zone's allowed uses are identical to the Community Commercial (CC) zone. In addition, the Neighborhood Community Commercial (NCC) zone's property development standards are identical to the Community Commercial (CC) zone, except that the allowed building height is limited to 45 feet instead of 60 feet that is allowed in the Community Commercial (CC) zone. The lower building height in the Neighborhood Community Commercial (NCC) zone is intended to assist in mitigating the heights between new and older developments. Also, the lower building height encourages designs that are contextually compatible and blend into the neighborhoods.

Chapter IX - Growth Areas & Land Use

- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.
- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- 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.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- 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.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.

- Policy LU.19.2. Establish the context and regional or neighborhood scale of each corridor prior to design with special consideration for those intended to remain residential or natural in character.

The proposed Neighborhood Community Commercial (NCC) zone is intended to be used in the Southside, North End, and Sunnyside neighborhoods. However, the zone could be used in areas of Flagstaff that are desired to have a lower building height. The Neighborhood Community Commercial (NCC) zone consists of a mix of land uses, residential and non-residential, that match the existing Community Commercial (CC) zone. These land uses will assist in contributing to a traditional neighborhood environment consisting of a diverse mix of uses that are mutually supportive and establish a unique sense of place within the urban environment.

In addition to the land uses, the Neighborhood Community Commercial (NCC) zone's property development standards are identical to the Community Commercial (CC) zone, except that the allowed building height is limited to 45 feet instead of 60 feet. The lower building height in the Neighborhood Community Commercial (NCC) zone is intended to maintain the contextual and distinctive identities of the North End, Southside, and Sunnyside neighborhoods by promoting smaller, more compact development that is appropriate for the existing neighborhood scale. In addition, the lower building height is more appropriate for the smaller lot sizes that exist in these neighborhoods, which will assist in providing and maintaining a height and lot size structural framework that contributes to the mitigation of scale between new and older developments and encourages designs that are contextually compatible. Furthermore, the lower building height may contribute to assisting in maintaining the existing smaller lots that make up these neighborhoods since lot consolidation to achieve the taller building heights and associated development standards may not be necessary. It should be noted that the lower building height within the neighborhoods and adjacent to corridor streets will assist in preserving viewsheds.

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.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.
- Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.
- Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

The primary purpose of the proposed Neighborhood Community Commercial (NCC) zone is to maintain similar building heights within existing older and historic neighborhoods. Limited to 45 feet instead of 60 feet that is allowed in the Community Commercial (CC) zone, the proposed building height of the Neighborhood Community Commercial (NCC) zone will assist in preserving the existing proportions and scales of these areas. In addition, the lower building height may contribute to assisting in maintaining smaller lots since lot consolidation will not be needed to achieve greater heights and comply with the related property development standards. In combination with maintaining the existing lot sizes, the

lower building height will assist in contributing to new development that is compatible with the existing context, which will also assist in maintaining the neighborhood's identity and overall community character.

High Occupancy Housing Specific Plan

- 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.
- 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.
    - 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.

Strategy

□
Commercial (CC) zone to 45 feet (see Map 18).

The primary purpose of the proposed Neighborhood Community Commercial (NCC) zone is to implement the above-referenced strategy of the High Occupancy Housing Specific Plan. The concept of having a new zone to address the High Occupancy Housing Specific Plan implementation strategy to change the building height of the Community Commercial (CC) zone from 60 feet to 45 feet is a result of the comments received at the public open house meetings, the Planning and Zoning Commission's Work Session that occurred in August 2019, and the City Council's Work Session that occurred in October 2019. The primary purpose of this strategy is to allow the City Council to determine the appropriate locations to implement the 45-foot maximum building height and enable property owners to rezone into the Neighborhood Community Commercial (NCC) zone.

The lower building height in the Neighborhood Community Commercial (NCC) zone is intended to maintain the contextual and distinctive identities of older and historic neighborhoods by promoting smaller, more compact development that is appropriate for the existing neighborhood scale. In addition, the lower building height (45 feet) of the Neighborhood Community Commercial (NCC) zone will assist in preserving the existing small- and medium-scale building patterns, proportions, and scale of these neighborhoods where most of the Community Commercial (CC) zone is located.

Southside Community Plan

- Goal S 2. Protect the landmarks and historic character that make Southside a unique community in Flagstaff.
- Policy S 2.4. Replicate patterns, materials, and architectural features of historic building in new construction.
- GOAL S 4. Support a diversity of buildings and mix of uses that are compatible with the scale and architecture of historic landmarks and area character.

- Policy SMS 1.2. New buildings in the Southside Main Streets are designed to increase gradually in scale and intensity in the context of the historic urban fabric. Building heights should not exceed 45 feet.
- Policy SLW 1.2. Design new buildings in the Live/Work Neighborhood that include hidden density to the existing urban form, while preserving the patterns and shapes of the residential streets. Building heights should not exceed 45 feet.

The proposed Neighborhood Community Commercial (NCC) zone with the maximum building height of 45 feet will assist in implementing the above referenced Southside Community Plan Goal and Policies. The zone will assist in maintaining building heights that contribute to a pattern of development that is compatible with the historic character and scale that is compact and appropriate for the Southside and the neighborhood's historic buildings. Also, the proposed allowed land uses of the Neighborhood Community Commercial (NCC) zone are identical to the Community Commercial (CC) zone. These land uses will assist in contributing to a traditional neighborhood environment consisting of a diverse mix of uses that are mutually supportive and establish a unique sense of place.

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 proposed Neighborhood Community Commercial (NCC) zone is intended to implement the High Occupancy Housing Specific Plan and Southside Community Plan goals and policies. The zone itself does not provide additional variety or flexibility to the existing development standards and processes allowed in the Zoning Code. Also, the proposed zone does not provide assistance for developers in overcoming challenges posed by redevelopment and infill sites. It should be noted that the proposed Neighborhood Community Commercial (NCC) zone is intended to be used to replace the existing Community Commercial (CC) zone that is located in older and historic neighborhoods. The proposed building height of the proposed zone (45 feet) will limit development flexibility and preclude taller building heights that may be needed to overcome challenges posed by redevelopment and infill sites.

Summary of Comments and Questions Specific to Neighborhood Community Commercial (NCC) Amendments from the July 15, 2020, Virtual Open House Meeting

1. I am opposed to down-zoning property that is applied as a broad stroke. Although, I am refreshed to see that you're open to the idea of making the process a mapping exercise, such as the example that was shown for Sunnyside with the 4th Street corridor maintaining the existing Community Commercial (CC) zone. It is recommended to allow properties adjacent to the street corridors the option to redevelop to their maximum potential. There are some corridors on the Southside that could use the same considerations as 4th Street. Most progressive communities around the country right now are up-zoning and raising their building heights so that they can solve issues with affordable housing, including minimizing the impacts on the infrastructure, transportation, and all things that lead to global warming. It's a little odd for our community to be considering to down-zone property. I'm sensitive to the idea that there are people wrapped up in the same community commercial (CC) zone that are in historic districts; and, for several years they have requested the City find a way to protect their neighborhood. I think you could find more broad support for a Zoning Map Amendment that is based on a mapping exercise rather than a blanket rezoning specific to certain areas.

2. It seems that the reduction in building height will reduce my property value by 25 percent. The reduction in building height could affect certain properties' developability, although 60 feet may be impractical on small properties.

3. The reduction in building height will make developing affordable housing on some sites a little more challenging.

4. A more appropriate approach to changing the zoning on properties would be based on an area-by-area and corridor-by-corridor analysis. Otherwise, a series of Prop 207 claims may result in a patchwork of 45-foot tall and 60-foot tall building allowances.

5. How does the existing traffic capacity of the streets, such as Humphreys and San Francisco, assist in addressing the Zoning Map's modification?

   Staff response: A street's existing traffic capacity may be considered as part of a Zoning Map Amendment. At this time, the street network compacity is not being utilized as a determining factor.

6. Will the Neighborhood Community Commercial (NCC) zone be an opt-in zone?

   Staff Response: The zone is being proposed to be added to the Zoning Code. Where the zone will be located, and its application, opt-in or not, will be based on the City Council's direction.

7. If a property is rezoned to the Neighborhood Community Commercial (NCC) zone, will they still have the ability to opt-in to their floating transect zone?

   Staff response: Yes, a property owner will still have the option of opting into the floating transect zone.

From: Eve Ross <everossaz@gmail.com>
Sent: Thursday, July 2, 2020 3:34 PM
To: CD Front Counter <CDFrontCounter@flagstaffaz.gov>
Subject: Proposed Text Amendment to Zoning Code CC

I write to ask that my comments be read from the dais at the P& Z meeting considering amending the City of Flagstaff Zoning Code Community Commercial to Neighborhood Community Commercial by changing the maximum building height from 60 feet to 45 feet.

My comments are as follows:

We purchased our property many years ago in reliance on the zoning of CC and the 60ft height restriction. The property is commercial property and its assessed value has been based in part on the ability, under the zoning code, to increase the intensity of use by expanding the building footprint to 60 ft of height. This zoning code text change adversely impacts our ability to use the property as allowed under the current zoning code, which diminishes property value; we would regard such a change as a taking of partial value of the property.

This is not a situation where a zoning change that adversely impacts the neighborhood is being sought. Instead, every property owner is or could have been aware of the 60 ft height limitation via due diligence before purchasing.

When I served on the Regional Planning effort some years ago, the value of downtown density (infill) was repeatedly stressed because it was economical and sustainable. Downtown infrastructure is in place, downtown density reduces the need for sprawl and infrastructure extensions. New roadways, infrastructure, traffic and pollution are avoided by using downtown spaces to their utmost.

We are opposed to the proposed change to the text of the CC Zoning Code Text.
Please do not hesitate to contact me if you have any questions.

Eve Ross
everossAz@gmail.com
928.607.1778

Cedar West Capital, LLC
10 E. Dale Ave
Flagstaff, AZ 86001

July 21, 2020

Dan Symer
Zoning Code Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

RE: CC Zoning, Proposed Amendment

I am the authorized member/spokesperson for Cedar West Capital, LLC.

Cedar West Capital owns two contiguous parcels of CC zoned property in east Flagstaff. (109-05-081-A; 109-05-001-G). This property is 6.6 acres and is currently developed as a shopping center. It is northeast of the intersection of Cedar Avenue and West Street.

This shopping center has worked well for 40 years. However, no one knows what the best use of the property will be in the future. There is a significant possibility that some day this property may be a high-rise office, housing, retail or even a campus like a hospital, medical facility.

This property is one of a handful of CC zoned properties located north of Forest/Cedar/Lockett. It is, by far, the largest.

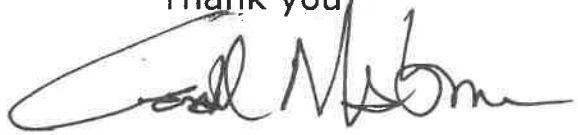
With this in mind, Cedar West objects to the proposed reduction in allowed height which would result from a change from CC to NCC zoning.

This property is large enough to handle a 60 foot high building quite easily. In that regard, it is one of the few properties in the area that could accommodate such a building. Therefore, the current 60 foot height allowance is a valuable entitlement of this property.

There are certainly CC parcels throughout the city that should be restricted to 45 feet. This property is not one of them.

If this property is re-zoned against our will we will seek a waiver of the height restriction or compensation for the loss in value.

Thank you



Gerald W. Nabours
(928) 525-6128
gnabours@gmail.com

Law Office of

TEVIS REICH PLLC

July 9, 2020

Via Regular Mail

Dan Symer, AICP, Zoning Code Manager
Planning and Developmental Services
211 West Aspen Avenue
Flagstaff, AZ 86001

RE: Zoning Code Amendment

I am the manager for D&L Property, LLC which owns property at 6 E. Dale Avenue, Flagstaff. I received a letter from the City indicating a zoning code text amendment (PZ 19-00123) and Map amendment (PZ 20-00211) for the property at the address.

First, I would like to request a copy of both of the proposed amendments.

Second, I absolutely oppose any amendment which would reduce or further restrict the development rights related to the property. This includes the proposed height restriction from 60 to 45 feet. Should any amendment pass restricting my vested development rights, I would either opt out (to the extent allowed, as the City usually allows) or bring an appropriate claim against the City for a regulatory taking by abrogating my vested development rights without compensation (i.e. prop 207 claim).

Sincerely,

Tevis Reich

6 East Dale Avenue, Flagstaff, Arizona 86001
office 928-213-1800 fax 928-779-0447 toll free 877-616-1800
www.TReichLaw.com • Tevis@TReichLaw.com

From: David Carpenter <dc@hopeaz.com>
Sent: Tuesday, August 11, 2020 10:13 AM
To: Daniel Symer <Daniel.Symer@flagstaffaz.gov>; Sara Dechter <SDechter@flagstaffaz.gov>
Cc: Daniel Folke <DFolke@flagstaffaz.gov>; Tiffany Antol <TAntol@flagstaffaz.gov>; Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: Regional Plan Amendment Required for NCC Downzoning

Dan/Sara-

I think the council should have to do a major regional plan amendment to down zone 1000 +/- CC properties in the central core of the city. The net affect could be the reduction of hundreds of housing units in the Flagstaff core. This not only flies in the face of several goals and policies of the plan but the entire guiding principal of the plan itself. The citizens overwhelmingly choose infill urban form vs. sprawl, suburbs, and exurbs.

If the council wants to reduce housing options in the center of the city, and go back on our commitment to slowing climate change under the vail of historic preservation, they should need to overtly chose that in a public forum. The process should not be as easy as one or two meetings cloaked as historic preservation. This is a wholesale reversal of the public will. I realize that historic preservation and environmental responsibility are competing progressive goals, but unfortunately they can't have it both ways.

How can we demand as the public that this happens?

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

From: Sara Dechter <SDechter@flagstaffaz.gov>
Sent: Tuesday, August 11, 2020 10:34 AM
To: David Carpenter <dc@hopeaz.com>; Daniel Symer <Daniel.Symer@flagstaffaz.gov>
Cc: Daniel Folke <DFolke@flagstaffaz.gov>; Tiffany Antol <TAntol@flagstaffaz.gov>; Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: RE: Regional Plan Amendment Required for NCC Downzoning

Hi David,

If you will remember, when the City adopted the High Occupancy Housing Specific Plan, we also amended the Regional Plan concurrently to change the activity centers in the downtown area from Regional to Historic and explicitly called out the strategy of the NCC zoning as an implementation of that policy change. So the City Council has already amended the Regional Plan to allow for the Zoning Code amendments that Dan is working on now. I am uncertain what we would be amending after that or why it would be a major amendment.

As you know from other rezoning cases, having a conflicting policy is not necessarily a reason to require a plan amendment. However, the policy you are pointing to is certainly something we will disclose to Council when we present the Regional Plan conformance analysis for these rezoning updates. I agree it is a conflicting policy.

If there is more detail about this that I am missing, please let me know.

All the best,
Sara Dechter

Sara Dechter, AICP, CP3
Comprehensive Planning Manager
City of Flagstaff, AZ
928-213-2631

www.flagstaff.az.gov/comprehensiveplanning
Leearn about the 2020 Census at: iCount2020.info



From: David Carpenter <dc@hopeaz.com>
Sent: Thursday, August 13, 2020 2:46 PM
To: Sara Dechter <SDechter@flagstaffaz.gov>; Daniel Symer <Daniel.Symer@flagstaffaz.gov>
Cc: Daniel Folke <DFolke@flagstaffaz.gov>; Tiffany Antol <TAntol@flagstaffaz.gov>; Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: RE: Regional Plan Amendment Required for NCC Downzoning

Sara-

Im not sure that the HOH specific plan even conforms with the regional plan. Myself an others will be doing all that we can in the future to stop the implementation of those code amendments when they come. However, since NCC and building height are the first takings on the docket it is where our energy is currently focused.

Unlike a specific case where competing goals and polices can be mitigated on a case by case basis for their impacts on adjacent parcels, you are proposing a truly massive taking on over 1,000 parcels simultaneously. This is unprecedented in scale and represents a fundamental direction change from what the citizens of Flagstaff voted for with their current regional plan.

I think the main detail that is missing is that you (the government) are proposing to take away development rights, property value, and the future of our city to be able to grow inward and adapt to climate change with a few quick Zoom meetings. This is way too big for that and the process needs to happen in public. This should require a plan amendment so that the citizens can chime back in on whether they want to reverse course on the voted and implemented plan to build our city inward and upward. It took 5 years and hundreds of meetings, and then a vote of over 5,000 people to decide for urban infill vs. sprawl. This is not a conflicting goal or policy. The entire regional plan is based on the infill development pattern. We had a choice when we wrote the plan for Urban v. Exurb v. Suburb and the citizens choose Urban. That is why a plan amendment is required. It's a complete reversal of course from the current progressive policy of building our city. This is so big it might even need to wait until the next rewrite in 2030!

I think you have all done a great job adapting to our current situation. I give accolades for switching to online and working from home to keep the city running. Thanks! But this is different than processing a development case or a permit, and 5 people in a Zoom meeting does not represent the will of the people. The city should table this until we are out of this current emergency and people can focus on this issue with a clear lens. This is too massive to do on Zoom.

I hope you give this the consideration it deserves, and when COVID ends draft a regional plan amendment that honors the magnitude of this direction change, that is honest about what it means to the redevelopment of the entire core of the city for the next 20-50 years, and debate it in person in City Hall when we are out of the current crisis!

Thank You,

David Carpenter

HOPE
CONSTRUCTION
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From: Daniel Folke <DFolke@flagstaffaz.gov>
Sent: Friday, August 14, 2020 10:04 AM
To: David Carpenter <dc@hopeaz.com>; Sara Dechter <SDechter@flagstaffaz.gov>; Daniel Symer <Daniel.Symer@flagstaffaz.gov>
Cc: Tiffany Antol <TAntol@flagstaffaz.gov>; Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: RE: Regional Plan Amendment Required for NCC Downzoning

Good morning David,
I appreciate your comments and questions. Internally we have also discussed the proposed zoning code amendments that are coming out of the HOH plan and the most recent Council action declaring a Climate Emergency. This will certainly be part of the discussion as these amendments proceed.

In regards to the benefit of in person hearings vs. virtual participation. I believe we would all prefer to be in the chambers holding a traditional public meeting. What has been interesting is that we have seen better participation for some meetings held virtually compared to what we have traditionally seen for in person. Some topics will fill city hall, others it seems may draw better virtually. It seems to depend on the issue.

City Council has emphasized the importance of the HOH amendments and ask about them with regularity. Because we don't know how long City Hall will be closed, it is difficult for staff to put these important matters on hold. In either case, we will certainly include your comments as part of the record on this amendment and Council can consider your request.

Hope you are well.
Dan Folke
Community Development Director
City of Flagstaff

City Wide Public Survey

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

July 22, 2020, 7:11 PM

Contents

i.	Summary of registered responses	2
ii.	Survey questions	4
iii.	Individual registered responses	5

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Summary Of Registered Responses

As of July 22, 2020, 7:11 PM, this forum had:	
Attendees:	144
Registered Responses:	60
Hours of Public Comment:	4.2

Topic Start
June 23, 2020, 8:27 PM

QUESTION 1

Do you support changing the zoning designation of properties with the Community Commercial (CC) that allows a maximum building height of sixty (60) feet to the new Neighborhood Community Commercial (NCC) zone with a maximum building height of forty-five (45) feet?

		%	Count
Yes		81.7%	49
No		16.7%	10
Neutral		1.7%	1

QUESTION 2

What neighborhoods properties with the existing Community Commercial (CC) zone should be limited to forty-five (45) feet?

		%	Count
Northend, Southside, and Sunnyside properties		81.7%	49
Sunnyside properties only		1.7%	1
No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.		16.7%	10

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

QUESTION 3

Do you support keeping certain properties that abut and/or are adjacent to commercial corridor streets, e.g. N Fourth St, E Cedar Ave etc, zoned Community Commercial (CC) with a maximum building height of sixty (60) feet?
(Please note that specific streets and properties have not been determined.)

		%	Count
Yes		23.3%	14
No		68.3%	41
Neutral		8.3%	5

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

Answered	43
Skipped	17

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Survey Questions

QUESTION 1

Do you support changing the zoning designation of properties with the Community Commercial (CC) that allows a maximum building height of sixty (60) feet to the new Neighborhood Community Commercial (NCC) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 2

What neighborhoods properties with the existing Community Commercial (CC) zone should be limited to forty-five (45) feet?

- Northend, Southside, and Sunnyside properties
- Northend and Southside properties only
- Northend and Sunnyside properties only
- Southside and Sunnyside properties only
- Northend properties only
- Southside properties only
- Sunnyside properties only
- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

QUESTION 3

Do you support keeping certain properties that abut and/or are adjacent to commercial corridor streets, e.g. N Fourth St, E Cedar Ave etc, zoned Community Commercial (CC) with a maximum building height of sixty (60) feet?
(Please note that specific streets and properties have not been determined.)

- Yes
- No
- Neutral

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Individual Registered Responses

Alan Perersen
inside City Limits
July 1, 2020, 5:06 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Yes - large student housing projects such as the the Hub, and the Standard (I know some of the names have changed) are a visual blight in our community and should NEVER have been built as large as they are. They are a disgrace as was the process and zoning that allowed them.

Name not shown
inside City Limits
July 1, 2020, 5:10 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

We are not Phoniex and do not need high rise properties. We have mountains and other beautiful views which have been destroyed by past codes. Let's get this right for we the people now.

Name not available
inside City Limits
July 1, 2020, 6:01 AM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Neutral

Question 4

We need to support infill as a community and by reducing the size of the building will drastically reduce occupancy. 45 feet is only enough for 4 stories in areas where infill should be happening to help with the cost of housing. The community needs to understand that there are trade offs and if we are serious about affordable housing then we need. To let infill happen where it needs to.

Name not shown
inside City Limits
July 1, 2020, 6:04 AM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

Question 2 doesn't allow a more nuanced answer. I don't want to see

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

existing housing be demolished for large projects however in each of the areas there a great properties to allow 60 foot structures. For example, I support tall and dense redevelopment along 4th Street, the Bashas shopping center and sling the tracks East of San Fran to name a few. Density is the only way we will develop truely walkable neighborhoods, lack of housing and climate action.

Melissa Felder
inside City Limits
July 1, 2020, 6:17 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

I think Flagstaff needs to decrease and limit all growth. There should not be high density housing at all.
If there does need to be some high density housing, it should be for low income and not to serve NAU.
What a shame to watch our sweet town grow at such a horrendous rate!

Name not available
inside City Limits
July 1, 2020, 6:37 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

No response

Name not shown
inside City Limits
July 1, 2020, 6:47 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not shown
inside City Limits
July 1, 2020, 6:49 AM

Question 1

- Neutral

Question 2

- Sunnyside properties only

Question 3

- Yes

Question 4

No response

Name not shown
inside City Limits

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

July 1, 2020, 6:56 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

The livability of our city is being diminished by the scale of buildings, lack of set backs from the sidewalk and inadequate parking requirements. Also, views of the Peaks and natural beauty are being eliminated. The development of our City should preserve beauty, not eliminate it.

Name not shown
inside City Limits
July 1, 2020, 7:29 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

All this overdevelopment is stealing our views of where we live. Despicable.
There are shadows from these monster buildings that create the formation of ice nearly year-long, causing significant dangers to all travelers, all of us.
I truly hope that all, yes all, of these out of town, out of state developers go bankrupt and the units are seized and turned into low income housing.

It's way past time to stop giving developers exemptions from full taxes, modification to parking and occupancy rules. It's time for all new projects to demonstrate that they have independent water sources, and solid plans for reducing congestion. Any one of these errors should and shall cancel all permits to build anything. Stop coddling developers. There should be an end to corporate welfare; require developers to pay the full cost of their intrusion and to act to reduce (not add to) congestion, traffic, water and sewage issues, and cancer cell ideology growth.

Name not shown
inside City Limits
July 1, 2020, 7:57 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Neutral

Question 4

The reason I support changing the maximum building height to 45 feet is that:
1) The San Francisco Peaks, it's beautiful and it's the view that all Flagstaff residents love to see. Lowering the maximum building heights will allow us and future generations to see more mountain views instead of building views. We have something special here worth protecting. Once it's gone, it's gone.
2) Taller buildings mean higher density: more parking will be needed, more water will be needed, and there will be more traffic in these three already congested areas.

Name not available
inside City Limits
July 1, 2020, 8:00 AM

Question 1

- Yes

Question 2

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

We all love the views our city has of the peaks and Elden but we need to be able to house the members of our community affordably and safely. Allowing the 60ft limit to remain will jeopardize some views but the benefit of true high density housing outweighs some views being obscured. Planning for these high buildings should be strategic to minimize the visual impact caused by their construction, but it's the right thing to do to allow for more vertical infill within our city.

Wade Thorson
inside City Limits
July 1, 2020, 8:06 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No neighborhood should have to endure an oversized out of character building next door. It harbors resentment and ire toward developers and city planning entities. Citizens in large part should not be at the odds of the entities that serve them.

Name not shown
inside City Limits
July 1, 2020, 8:20 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Neutral

Question 4

No response

Jackie Thomas
inside City Limits
July 1, 2020, 8:39 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

AS a cyclist, the taller the buildings next to thoroughfare roads, the greater the chance of ice on the roads all winter due to the shadowing. I noticed on immediate change after the Radisson hotel went up downtown. I suspect the new Courthouse will do the same to Beaver. In addition, the viewsheds are being dramatically impacted by the 3+story building going in on Butler now. And the Hub also impacted what we can see. Those skylines views are a very important part of the beauty of Flagstaff but also provide the distant view that is important for sanity. I also noticed how the Barnes and Nobel store changed what we can see.

Name not available
inside City Limits
July 1, 2020, 8:44 AM

Question 1

- Yes

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

let's keep this city in harmony with its beautiful natural setting and not make a metropolis out of it. High-rises belong in large cities, not in bucolic Flagstaff.

L. Reuter
inside City Limits
July 1, 2020, 8:47 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Please reduce height and density of development and keep FILG from becoming PHX. Too many huge developments. Soon to be known as NauTown

---

Name not shown
inside City Limits
July 1, 2020, 8:48 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

No response

Name not shown
inside City Limits
July 1, 2020, 8:52 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

The quality of this mountain town needs to be preserved by allowing the view of the natural surroundings as much as possible. 45 feet height is a good balance between needing to allow growth and keeping the small town feel of Flagstaff. Folks don't choose to live here or visit here - to feel like they never left Urban environments.

Name not shown
inside City Limits
July 1, 2020, 9:35 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Question 4

No response

Matt Mitchell
inside City Limits
July 1, 2020, 9:47 AM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

I do not understand the conflict with building height to match our existing Native Ponderosa Pine tree heights. We are surrounded by public lands. One must walk less then a mile in any direction to gain a vast view of the horizon. We are limited geographically to grow our town, plus any fans of cheaply developed urban sprawl need not travel more then 100 miles south to exsperience the beauty of that disaster. I like the phase "Flagstaff its time to grow up; we don't have the option to grow out". I watched a movie on Architecture years ago when I was a student in college, which pointed out how the most important things to a community could be seen from their skyline and tallest building. Long ago it was a church steeple, then shifted to Court Houses being the tallest, and sometime during the 80 & 90s it was Banks and corporate building. Currently in Flagstaff our tallest building is the BANK south of the county court house. I would like to envision in the future Flagstaffs tallest building be an affordable house type structure that would send the message to outside visitors that people are the foucus of are community, not self centered private home owners that care more about their bathroom window view, then the homeless living in their back alley. I feel building height is a waste of our planning and zoning commission and Councils time and energy. We have far more important issues to discuss. I don't see this as something that is broken.

Name not shown
inside City Limits
July 1, 2020, 10:30 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

They should all be reduced to 45 feet.

Mike Purcell
inside City Limits
July 1, 2020, 10:44 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

This should have been done years ago !!!

Name not shown
inside City Limits
July 1, 2020, 10:46 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Question 3

- No

Question 4

Anything that can be done to reduce the height / size of the buildings in Flagstaff would have my support. The scale of recent buildings in the city is frankly disgusting.

Ed Dunn
inside City Limits
July 1, 2020, 10:50 AM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

It would go against the recently passed climate change resolution to decrease density. Higher density is environmentally sound way to decrease carbon footprint because mass transit and walkability work better. Social justice and citizen involvement work better when folks are able to interact more in densely populated neighborhoods. I'm not talking about NYC style but a plan with a lot of green space for people and less cars. Beauty should be the guiding principle in design, not ugliness like the Hub. If the city or a citizen group could acquire land and hold competitions for development that meet our climate goals, places of people and beautification we would see a very positive change. As for peak views, a 45' building does not do a better job than a 60' building. I can't see the peaks from any point on my property and I live in a neighborhood of single story homes.

Name not shown
inside City Limits
July 1, 2020, 11:05 AM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Neutral

Question 4

No response

Name not available
inside City Limits
July 1, 2020, 11:16 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Flagstaff isn't a metropolis & we don't need to turn our neighborhoods into one. Although these areas are Zoned Community Commercial they are still primarily Neighborhoods where people live, 1st and commercial 2nd. Allowing 60 foot/6 story buildings to infiltrate these areas, in my opinion, will diminish the quality of life for the residents of these neighborhoods rather than improve it. Yes, Flagstaff needs affordable housing, but #1. is that what developers would Really build with the freedom of 60'? Or would the door be swung wide open for more over-priced NAU student housing projects to infect the rest of the Southside & spread to the Northend? #2. Do we need to eliminate one of the primary reasons people choose to live in Flagstaff...the views of the mountains?

Name not available

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

outside City Limits
July 1, 2020, 11:42 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Taller building ruin Flagstaff.

KEN PHILLIPS
inside City Limits
July 1, 2020, 11:44 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

The proliferation of high occupancy "podium construction" multi-story buildings is now a blight on the Flagstaff community. The ground floor retail spaces go unoccupied. These have been built to support off-campus housing for NAU students, along high traffic corridors creating additional congestion. Stop this repeated mistake. Make NAU build on-campus housing and/or limit their enrollment. This is a vicious circle of development that only supports the University.

Uncle Don Fanning
inside City Limits
July 1, 2020, 12:28 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Neutral

Question 4

The only reason I marked the last question as "neutral" is that I do not understand its wording and intention. The footprints of these three districts are still *WAY* too large as is even the amended 45 foot building height limitation. Just because I did not tag some questions as neutral does not mean that I support either the 45 or 60 foot height limit or the zoning footprints which put districts within the CC zone. A more community scale height limit is 35 feet and no more than three stories in height. Existing residential and small business/small profile character styled blocks must be removed from CC zoning entirely so that the character of the community does not continue to be altered in a negative fashion. My support for elected and appointed officials continues to degrade when equally untenable alternatives such as the above are repeatedly presented in a T.I.N.A. ("There is no alternative.") way.

Sherman Stephens
inside City Limits
July 1, 2020, 12:57 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

The more residential an area is, the more important it is to preserve a low density residential. It is important to not revert to previous height guidelines to allow an already taller building, or commercial development to encroach on the surrounding neighborhood.

Name not shown
inside City Limits
July 1, 2020, 12:57 PM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

This looks like a solution in search of a problem. Everything about it strikes me as arbitrary. Why change the height limit for buildings in this area? If we reduce the height limit, why change it to 45 feet instead of 50 feet or 55 feet? The impact of any such change will likely be to increase the cost of housing per dwelling unit, or the cost per square foot for commercial space. Does Flagstaff really need more expensive property?The purpose of these changes can't be to preserve views, because there are no meaningful views remaining in these developed areas. If there are existing viewsheds to be preserved, why not define them and focus an ordinance on them. At least that would have a meaningful effect, although it would also result in more expensive property. Instead, I would like to see the Staff and Council really buckle down to the task of proposing an ordinance that would permit development of more affordable owner-occupied housing in Flagstaff. The proposed zoning amendment will have the opposite effect,

---

Name not available
inside City Limits
July 1, 2020, 1:44 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Stop building for NAU and not considering the impact on the lifelong resident population

---

Name not shown
inside City Limits
July 1, 2020, 2:07 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not shown
inside City Limits
July 1, 2020, 2:18 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

- No

Question 4

No response

Name not available
inside City Limits
July 1, 2020, 4:02 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not shown
inside City Limits
July 1, 2020, 7:53 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Jose Dominguez
inside City Limits
July 1, 2020, 7:59 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

I would like to see all areas of Flagstaff that currently allow the 60' to be changed to the 45' max

---

Name not shown
inside City Limits
July 1, 2020, 10:46 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Stop allowing buildings higher than 45 feet or three stories. It's absolutely disgusting that you've allowed so many tall, worthless buildings to be built. It's even worse that the reason they are built is to support the University which is not supporting Flagstaff. If we wanted to live in a big urban town we would. The only reason people Want this town to grow so much is because they're greedy. We're not under some sort of moral obligation to build a bunch of crappy buildings so more people can move here.

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Name not available
inside City Limits
July 2, 2020, 1:45 PM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- No

Question 4

Flagstaff has become a true city with its population. The city has run out of land to support the population so the only possible with to expand is to allow skyscrapers to be built. I would say that 60 feet will work for now but Flagstaff may need to change the limits to more than 100 feet.

Brittain Davis
inside City Limits
July 2, 2020, 2:25 PM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

I would rather see infill with taller multifamily and commercial developments than look to expanding development outward.

Name not available
inside City Limits
July 2, 2020, 5:21 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not shown
inside City Limits
July 3, 2020, 8:24 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- Yes

Question 4

60' height for N Fourth Street, because it's already all commercial. 45' height for all of the other areas currently zoned CC.

Name not available
inside City Limits
July 3, 2020, 11:30 AM

Question 1

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not shown
inside City Limits
July 4, 2020, 3:55 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not available
inside City Limits
July 5, 2020, 5:12 PM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

- Yes

Question 4

The community made a decision during the regional planning process to grow up not out. All the affordable housing talk while bagging density/tall buildings is double talk and childish. Its time for a staff and council that can make the hard trade off decisions this commitment entails. Every action currently contemplated by council increases the cost of housing in FLG. Go learn from Bend, OR where they are increasing density. Who can see the peaks with a 45' neighbor but not a 60' neighbor? You don't get views and affordable housing. You have to choose, rather the owner of the property owner chooses. This is the USA, we have private ownership not central planners. Municipal governments are the great equalizers and they are not HOA's. When they act as such, we get sued and it's then the citizens paying the settlements, not the officials who have long since moved on to other goals.

Name not shown
inside City Limits
July 8, 2020, 7:17 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Other than Milton Ave and portion W. Rt 66 corridor, keep citywide building heights at 45'. I support the reduction to 45' in DT, but why would City think it appropriate to pose 45' limits in DT and then allow for 60' in eastside corridor area (Cedar/N 4th) that abuts established neighborhoods that actually have semi-affordable single family homes and schools. Seems like this proposed zoning policy favors protecting wealthy DT neighborhood property owners from congested high density development but encourages this type of development to take place adjacent to lower socio-economic area of town. What the heck will be use of a strip of 60' buildings? Commercial? Residential? Fewer people in future will be working in an office and most people that grow roots here

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

would prefer to raise a family in a home not a crammed apartment.

Name not shown
inside City Limits
July 8, 2020, 7:38 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

The value of Flagstaff is the nature and wild lands. The taller structures obstruct views from everyone.

Name not shown
inside City Limits
July 9, 2020, 9:36 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

Clearly there is a balance sought between limiting sprawl and Flagstaff's image of a town nestled in the forests and mountains that residents and visitors appreciate and treasure. Views are part of that image and everyday experience if even subliminal. This code change will help a little in years to come.

Marc Murison
inside City Limits
July 9, 2020, 10:57 AM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

60-foot building heights are destroying the fundamental character of Flagstaff. If we want Flagstaff to be the charming, beautiful, welcoming city that we love, building heights *must* be reduced. Five storeys is utterly absurd and cannot be made to look anything but horrible; it is a destructive blight on our city. Four storeys, if well done, can work more or less harmoniously *in certain places*. Three storeys is much, much more generally acceptable and consistent with longstanding Flagstaff identity and character.

Name not shown
inside City Limits
July 9, 2020, 12:58 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

The north Bashas area should be kept at 60 ft.

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

Name not available
outside City Limits
July 9, 2020, 3:03 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

Name not available
inside City Limits
July 11, 2020, 3:08 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

First, at this time 60' buildings in Flagstaff would not be medium height. They are tall so your language is possibly leaning toward where the City wants the community character to GO, not where we are (though the buildings are quickly getting tall, which no one is happy to see rather than the Peaks). The survey questions seem to imply that there will be blanket determinations, which is not a proper approach as areas differ. The character of existing residential areas need to be taken into consideration. People live in these residential areas and residents' quality of life needs to be respected. I doubt people want their neighborhood urbanized with buildings built to the sidewalk, taller than the neighborhood character, less green space, etc. Your area designations include parts of the area called "Townsite" as "Northend," which is not accurate and so can be misleading. There is also no mention of the Townsite Historic Overlay which limits height in the included "commercial" areas, so that is inaccurate--unless the City is changing the Overlay without property owner knowledge and permission.

Charlie Silver
inside City Limits
July 11, 2020, 3:11 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

This proposed reduction in building height is long overdue. Thank you for listening and figuring out a way to act. I am in full support.

Name not shown
inside City Limits
July 12, 2020, 1:22 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

marcus ford
inside City Limits
July 15, 2020, 5:42 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

No response

April Smith
inside City Limits
July 15, 2020, 6:55 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

The 60' height limit should be changed to 45' where ever that limit was established by code. Lower building heights are in keeping with Flagstaff architectural standards. If I had my way no buildings over 2 stories would be permitted in perpetuity throughout the entire town of Flagstaff. Failing the control to enact my wishes NO BUILDINGS OVER 45' PERMITTED IN PERPETUITY THROUGHOUT OUR TOWN. This should be written so that no "Executive Order" emanating from ANY city government entity could override this limit. This should be written so NO entity from AZ state government could override this limit. You know the state will try to control local autonomy on this issue-their need to control dissenting governing voices from local town governments is to be recognized and responded to on a "pre-need" basis. Remember the plastic bag ban and Phx dictates on that issue? Take heed.

Name not shown
inside City Limits
July 20, 2020, 2:53 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

I agree with the statement above that there should be "NO BUILDINGS OVER 45' PERMITTED IN PERPETUITY THROUGHOUT OUR TOWN." We are quickly losing Flagstaff's character. We should be thinking about beauty and how buildings fit into their surroundings when we think about developments. It's unforgivable to plunk something like the Hub into a neighborhood of small, family homes. Not only is it WAY out of scale, but introducing all those students into a neighborhood is just wrong. No more catering to NAU by rezoning properties for student housing.

Name not shown
inside City Limits
July 21, 2020, 5:04 PM

Question 1

- No

Question 2

- No property should be limited to forty-five (45) feet. Keep the existing allowed sixty (60) feet.

Question 3

45-foot Building Height Maximum in the Northend, Southside, Sunnyside

The Community Commercial (CC) zone allows for a maximum building height of sixty (60) feet. Do you support changing the allowed height to forty-five (45) foot maximum building height in the Northend, Southside and/or Sunnyside neighborhoods?

- Yes

Question 4

It seems that the main arguments in support of such a change largely come down to wanting to maintain privileges for some (views, subjective notions of urban beauty) at the expense of basic affordable accommodations for our poorest residents, along with animosity toward the understandably callous NAU growth. Given current developments, the latter issue is unlikely to persist (enrollment is dropping and for the short-term, more students will be attending remotely), so this really will only perpetuate the social injustices that are the true blight to our town.

Rick Moore
inside City Limits
July 22, 2020, 12:42 PM

Question 1

- Yes

Question 2

- Northend, Southside, and Sunnyside properties

Question 3

- No

Question 4

I strongly support creating a Neighborhood Community Commercial zone with a 45' height limit. Much of the Community Commercial Zone was created when older homes were not nearly as highly valued as they are today and it makes sense to develop a new zone that helps protect their value as residences that are not surrounded by towering multi-family buildings.

I agree that infill is important from a walkability and climate change perspective. However, there are certain areas of our community with historic/traditional neighborhood character that need to be preserved and the Neighborhood Community Commercial zone would help do that.

I'd also like to suggest that the city planning staff develop maps that show how ALL zoning applies to the Community Commercial and the potential Neighborhood Commercial Community zones. For instance, some of the Community Commercial zone is also subject to Transect Zoning, including T-5 and T-6 zones, which allow building to 60 feet. A developer with a property in a Community Commercial zone that is also zoned as T-5 or T-6, could simply choose transect zoning and still build to 60 feet. I think that the city should include the possibility of limiting T-5 and T-6 heights if any properties zoned that way are in potential Neighborhood Community Commercial area. More information is needed to truly understand the impacts of a new zone and lower height limit.

North End Property Owner Survey

45-foot Building Height Maximum on Your Property in North End

July 22, 2020, 7:29 PM

Contents

i.	Summary of responses	2
ii.	Survey questions	4
iii.	Individual responses	5

Topic Registration Type: No registration

45-foot Building Height Maximum on Your Property in North End

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the North End neighborhood?

Summary Of Responses

Topic Registration Type: No registration

As of July 22, 2020, 7:29 PM, this forum had:	
Attendees:	15
Responses:	3
Minutes of Public Comment:	9

Topic Start
June 25, 2020, 9:41 PM

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

		%	Count
No		100.0%	3

QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

		%	Count
No		100.0%	3

QUESTION 3

What is the current use of your property?

		%	Count
Commercial		100.0%	3

45-foot Building Height Maximum on Your Property in North End

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the North End neighborhood?

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

Answered	2
Skipped	1

45-foot Building Height Maximum on Your Property in North End

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the North End neighborhood?

Survey Questions

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 3

What is the current use of your property?

- Residential
- Commercial
- Mixed-use (Commercial and Residential)
- Vacant Lot (Undeveloped)
- Other

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

45-foot Building Height Maximum on Your Property in North End

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the North End neighborhood?

Individual Responses

Topic Registration Type: No registration

Name not available
July 1, 2020, 12:51 PM

Question 1

- No

Question 2

- No

Question 3

- Commercial

Question 4

The proposed zoning change limits what we can do with the property thus reducing its value.

Name not available
July 2, 2020, 3:11 PM

Question 1

- No

Question 2

- No

Question 3

- Commercial

Question 4

I oppose this change. When I served on the REgional Planning effort a number of years ago, the value of "infill" was repeatedly stressed - to make maximum use of existing infrastructure, and to prevent sprawl and attendant costs of roads, infrastructure extensions, and wider roadways. Limiting building height reduces the density of urban property use and is inappropriate for the reasons stated above. All properties in this area were purchased with knowledge of the 60 ft height and therefore it would be a taking to reduce the height, as well as counter to the principle of denser downtown development, to make this change. The city does not need to court expensive litigation on this matter. I oppose this change.

Name not available
July 4, 2020, 10:42 AM

Question 1

- No

Question 2

- No

Question 3

- Commercial

Question 4

No response

Sunnyside Property Owner Survey

45-foot Building Height Maximum on Your Property in Sunnyside

July 22, 2020, 7:36 PM

Contents

i.	Summary of responses	2
ii.	Survey questions	4
iii.	Individual responses	5

Topic Registration Type: No registration

45-foot Building Height Maximum on Your Property in Sunnyside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Sunnyside neighborhood?

Summary Of Responses

Topic Registration Type: No registration

As of July 22, 2020, 7:36 PM, this forum had:	
Attendees:	18
Responses:	6
Minutes of Public Comment:	18

Topic Start
June 25, 2020, 9:43 PM

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

	%	Count
Yes	83.3%	5
No	16.7%	1



QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

	%	Count
Yes	83.3%	5
No	16.7%	1



QUESTION 3

What is the current use of your property?

45-foot Building Height Maximum on Your Property in Sunnyside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Sunnyside neighborhood?

		%	Count
Residential		66.7%	4
Commercial		16.7%	1
Mixed-use (Commercial and Residential)		16.7%	1

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

Answered	2
Skipped	4

45-foot Building Height Maximum on Your Property in Sunnyside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Sunnyside neighborhood?

Survey Questions

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 3

What is the current use of your property?

- Residential
- Commercial
- Mixed-use (Commercial and Residential)
- Vacant Lot (Undeveloped)
- Other

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

45-foot Building Height Maximum on Your Property in Sunnyside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Sunnyside neighborhood?

Individual Responses

Topic Registration Type: No registration

Name not available
June 30, 2020, 2:55 PM

Question 1

- Yes

Question 2

- Yes

Question 3

- Residential

Question 4

No response

Name not available
July 2, 2020, 5:14 PM

Question 1

- No

Question 2

- No

Question 3

- Commercial

Question 4

No response

Name not available
July 2, 2020, 7:00 PM

Question 1

- Yes

Question 2

- Yes

Question 3

- Residential

Question 4

Is building height the only change?

Name not available
July 3, 2020, 8:38 AM

Question 1

- Yes

Question 2

- Yes

Question 3

- Residential

Question 4

No response

Name not available
July 3, 2020, 10:01 AM

Question 1

- Yes

Question 2

- Yes

45-foot Building Height Maximum on Your Property in Sunnyside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Sunnyside neighborhood?

Question 3

- Mixed-use (Commercial and Residential)

Question 4

60' always seemed pretty tall for this area. I think that there should be an exemption for current owners who would want to exercise the right to build that high, but it should not be transferred to future owners. For the record, my property is built, and well under 45', so this doesn't affect me personally. After seeing some of the buildings that have gone up on the West side of town, it doesn't seem like structures of that size are a good fit for the Sunnyside area.

Name not available

July 19, 2020, 8:55 AM

Question 1

- Yes

Question 2

- Yes

Question 3

- Residential

Question 4

No response

Southside Property Owner Survey

45-foot Building Height Maximum on Your Property in Southside

July 22, 2020, 7:41 PM

Contents

i.	Summary of responses	2
ii.	Survey questions	3
iii.	Individual responses	4

Topic Registration Type: No registration

45-foot Building Height Maximum on Your Property in Southside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Southside neighborhood?

Summary Of Responses

Topic Registration Type: No registration

As of July 22, 2020, 7:41 PM, this forum had:	
Attendees:	12
Responses:	0
Minutes of Public Comment:	0

Topic Start
June 25, 2020, 9:45 PM

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet in the Southside neighborhood?

No response

QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

No response

QUESTION 3

What is the current use of your property?

No response

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

No response

45-foot Building Height Maximum on Your Property in Southside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Southside neighborhood?

Survey Questions

QUESTION 1

Do you support the proposed Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet in the Southside neighborhood?

- Yes
- No
- Neutral

QUESTION 2

Do you support changing the zoning designation of your property from Community Commercial (CC) with a maximum building height of sixty (60) feet to the new Community Commercial Neighborhood (CCN) zone with a maximum building height of forty-five (45) feet?

- Yes
- No
- Neutral

QUESTION 3

What is the current use of your property?

- Residential
- Commercial
- Mixed-use (Residential and Commercial)
- Vacant lot (undeveloped)
- Other

QUESTION 4

Do you have any additional comments that you would like to share with the City Staff, Planning and Zoning Commission and City Council?

45-foot Building Height Maximum on Your Property in Southside

Your property is zoned Community Commercial (CC), which allows for a maximum building height of sixty (60) feet. Do you support a forty-five (45) foot maximum building height on your property in the Southside neighborhood?

Individual Responses

Topic Registration Type: No registration

Daniel Symer

From: Shane Dille
Sent: Wednesday, April 28, 2021 8:10 AM
To: Daniel Folke; Daniel Symer; Tiffany Antol
Subject: FW: Height Restrictions Zone Amendment

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

From: Joe Galli <jgalli@flagstaffchamber.com>
Sent: Tuesday, April 27, 2021 6:04 PM
To: Mayor and Council <council@flagstaffaz.gov>
Cc: Greg Clifton <Greg.Clifton@flagstaffaz.gov>
Subject: Height Restrictions Zone Amendment

Dear Mayor and Council,

I will not be available to speak in person this evening to your agenda item on height restrictions in certain community neighborhoods as a zoning code amendment.

Therefore, just a quick note to let you know the Chamber has had prior presentations on the item from City Zoning Code Admin, Dan Symer. We have consistently opposed this idea for several reasons, not the least of which is the result will be less density in the urban core which goes against making housing more affordable in Flagstaff, and goes against sustainability goals of creating higher density with less car trips, more walkable neighborhoods, and more biking.

The Chamber also opposes this zoning change because it likely violates state law known as Prop 207, and would be considered a downzone or taking of private property rights, and then subject city taxpayers to potential financial settlements with aggrieved property owners.

We appreciate your consideration of opposition to this item.

Sincerely,

Joe G.

--
Joe Galli
Senior Advisor, Public Policy
Greater Flagstaff Chamber of Commerce
(928) 774-4505

Daniel Symer

From: David Carpenter <dc@hopeaz.com>
Sent: Monday, May 10, 2021 4:50 PM
To: Mayor and Council
Cc: Daniel Folke; Daniel Symer; Tiffany Antol; Alaxandra Pucciarelli; Leah Bloom; Sara Dechter; Sarah Darr; Nicole Antonopoulos
Subject: NCC Down Zoning Discussion

Follow Up Flag: Follow up
Flag Status: Flagged

Mayor and Council-

I wanted to send you a note on the newly proposed Neighborhood Commercial Zone (NCC) that is being proposed for the purpose of downzoning large areas of the city and reducing building height. Most of you know me but for the new Mayor and Council members I am a local infill developer, green builder, and environmentalist. This is a bad idea for a number of reasons. The community overwhelmingly voted in 2011 for a new zoning code that promoted a denser, walkable, urban core in lieu of exurbs and suburbs. This was a conscious choice made by over 6,000 voters after 5 years of input to try and embrace the ideas promoted by new urbanism. I was the chairman of the planning and zoning commission at the time and I remember dozens and dozens of meetings, design charrettes, community open halls, and thousands of comments and input that spanned years during the rewrite of the code. It has only been more recently that a very few vocal opponents of that vison were able to lobby the previous mayor and council to start dismantling that vison. It is not necessarily incumbent upon you to just arbitrarily continue along that trajectory.

We are in the midst of a housing crisis and a global warming crisis we can no longer afford to kowtow to the NIMBY's of the world. I realize this is hard as they are literally everywhere. However, they do represent the masses. I'll point out that this problem is not unique to our community. NIMBYism and overreaching zoning regulations are cited in every real estate and building publication that I read as the number one hurdles to providing more housing across the entire country. It is only in the really progressive cites where they are starting to get it and starting to increase density. Places like Seattle, Portland, Austin and Minneapolis. Click here for a thoughtful article about Minneapolis, who recently up zoned their entire city: https://archive.curbed.com/2018/11/27/18113208/minneapolis-real-estate-rent-development-2040-zoning Even Sedona recently up zoned by reducing the required parking for small units and incentivizing the specific types of housing that they desperately need.

The community needs the flexibility to continue to add density in the Southside and Sunnyside as solutions to our housing crisis. These areas contain a lot of hosing stock that is beyond their useful lives and should be where density and urban renewal take place. Land owners on the Southside have literally been waiting 100 years to get their flood problem solved and unlock their lands full potential. Redevelopment there just seems obvious to most and we hope you give this some serious thought before you knock the wind out of their sails.

I am currently sitting on three brain trust commissions in the city with all the smartest people we have in the room. Dozens of city staffers, affordable housing experts, business owners, engineers, and builders. Zoning and overregulation continues to top the list as the things that need to move in the other direction if we want to get serious about our housing problems. Not only are these commissions calling for an end to the continued backwards trajectory of our land use laws, but you will see at the end of these processes a request to undo the past zoning regulations that limit density. And we will be forced to ask ourselves serous questions in the future about opportunities for up zonings not down zonings as we run out of land.

Please take a moment to take in the totality of this decision as it relates to the communities desire to build more walkable urban place types, climate adaptation goals, and affordable housing goals. There is more at stake here than at first glance.

Thank You,

David Carpenter

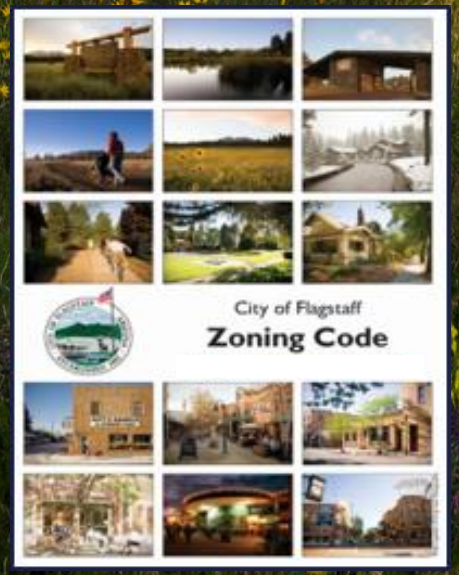
HOPE
CONSTRUCTION
GENERAL CONTRACTING & CONSTRUCTION MANAGEMENT

Hope Construction
495 S River Run Rd.
Suite 100
Flagstaff, AZ 86001

P 928-527-3159
F 928-527-0357
C 928-380-5808

Neighborhood Community Commercial (NCC) Zone

Zoning Code Text Amendment



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Dan Symer, AICP
Zoning Code Manager

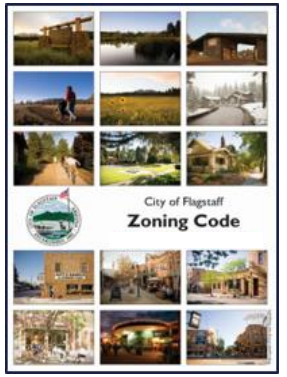
Reason for the Proposed Zoning Code Text Amendment

Request:

- **Amend the Zoning Code to create the Neighborhood Community Commercial (Adopt the Neighborhood Community Commercial (NCC) zone**

Note: This amendment does not affect the Transect zones

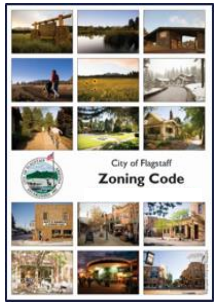
A property's existing zoning will not be affected by the adoption of the zone

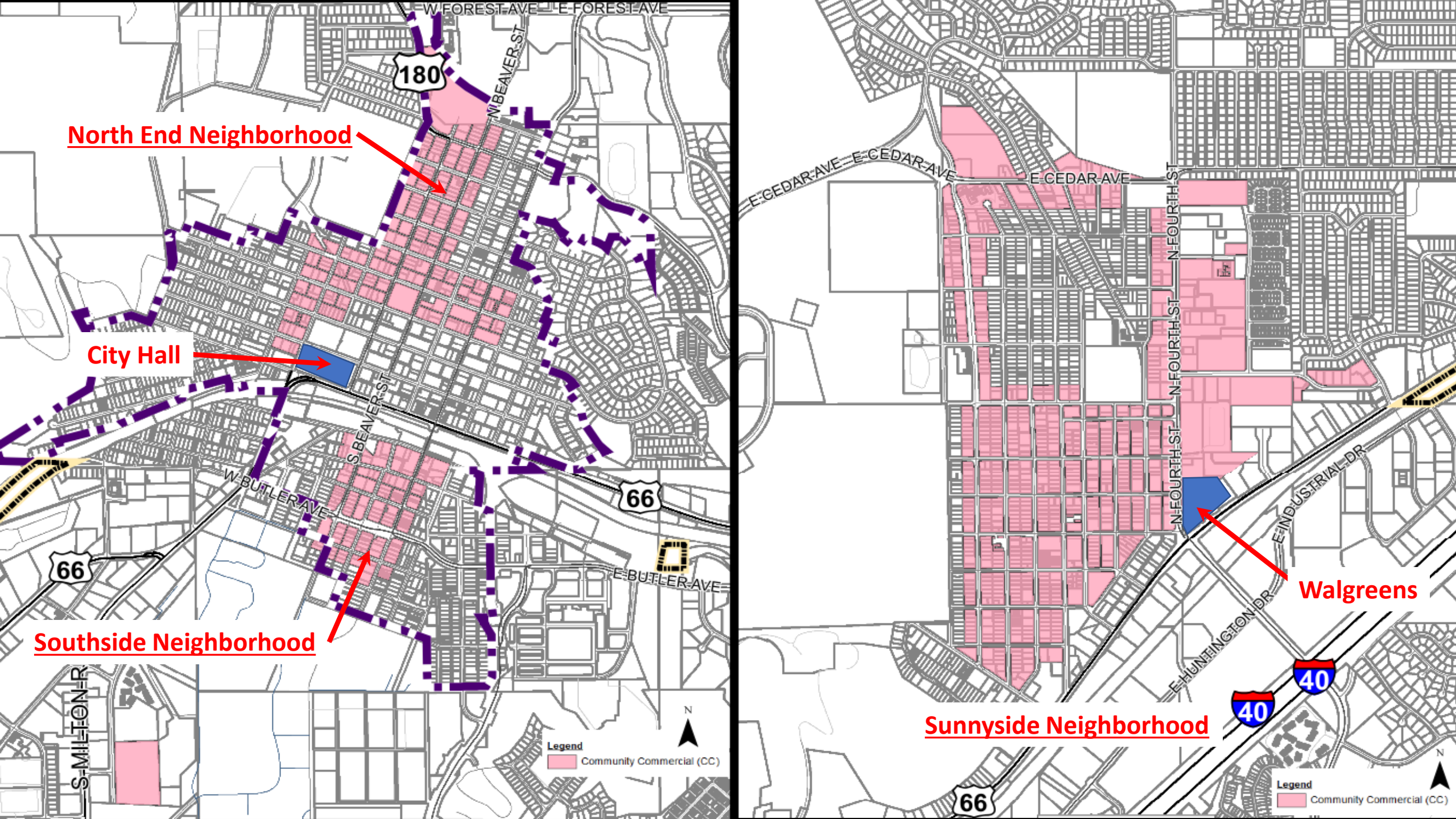


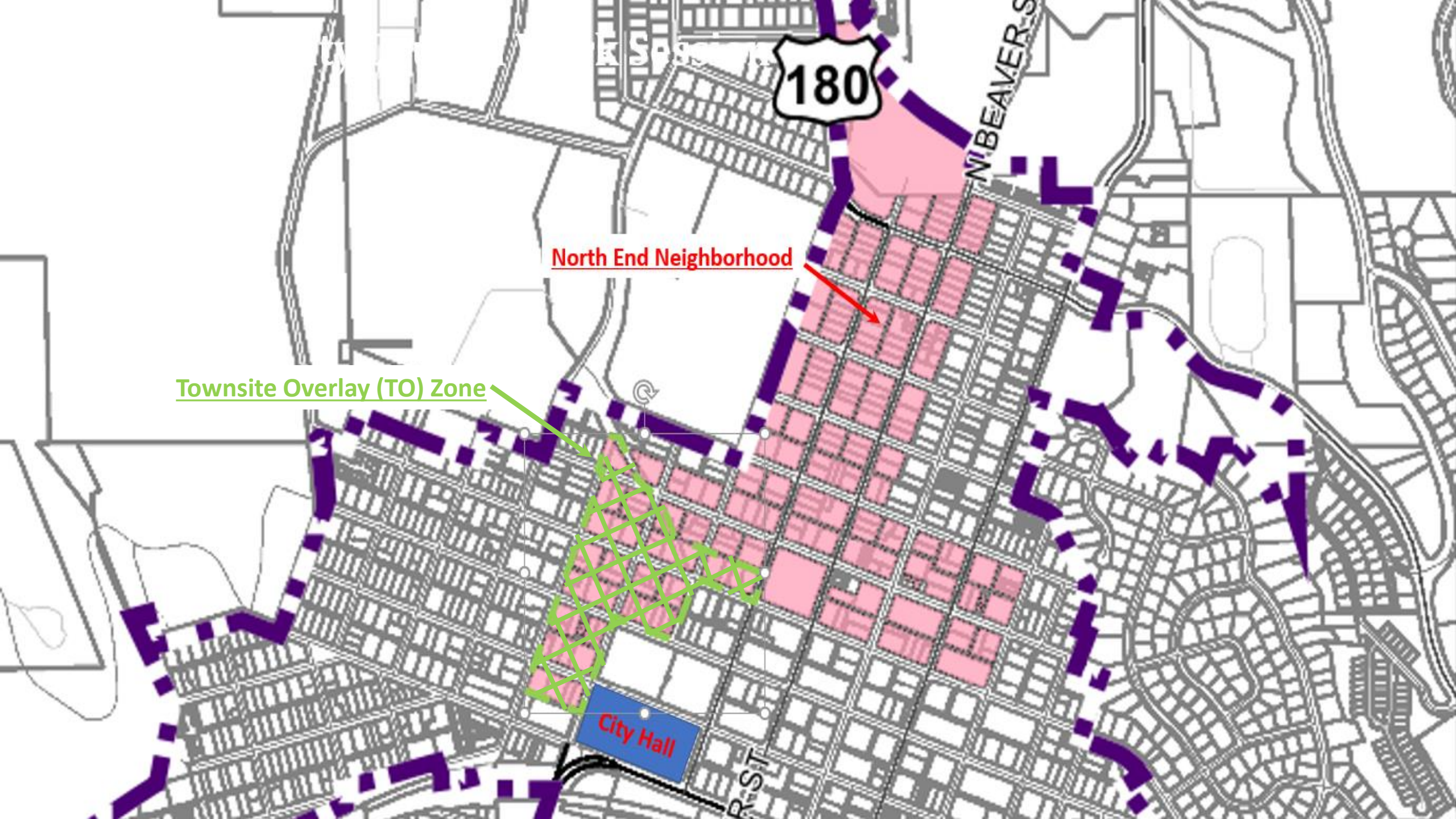
Reason for the Proposed Zoning Code Text Amendment

Purpose:

- **To assist in implementing:**
  - **High Occupancy Housing Plan (Strategies to be Implemented, bullet 5, Page 102) to modifying the building height in the Community Commercial (CC) zone from 60 feet to 45 feet**



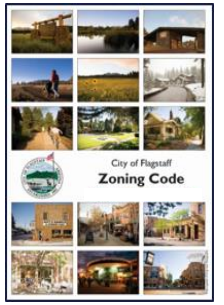

North End Neighborhood
City Hall
Southside Neighborhood
Sunnyside Neighborhood
Walgreens
W FOREST AVE
E FOREST AVE
N BEAVER ST
180
S BEAVER ST
W BUTLER AVE
E BUTLER AVE
66
E CEDAR AVE
N FOURTH ST
E INDUSTRIAL DR
E HUNTINGTON DR
40
S MILTON R
Legend
Community Commercial (CC)
N


180
N BEAVER ST
North End Neighborhood
Townsite Overlay (TO) Zone
City Hall
R ST

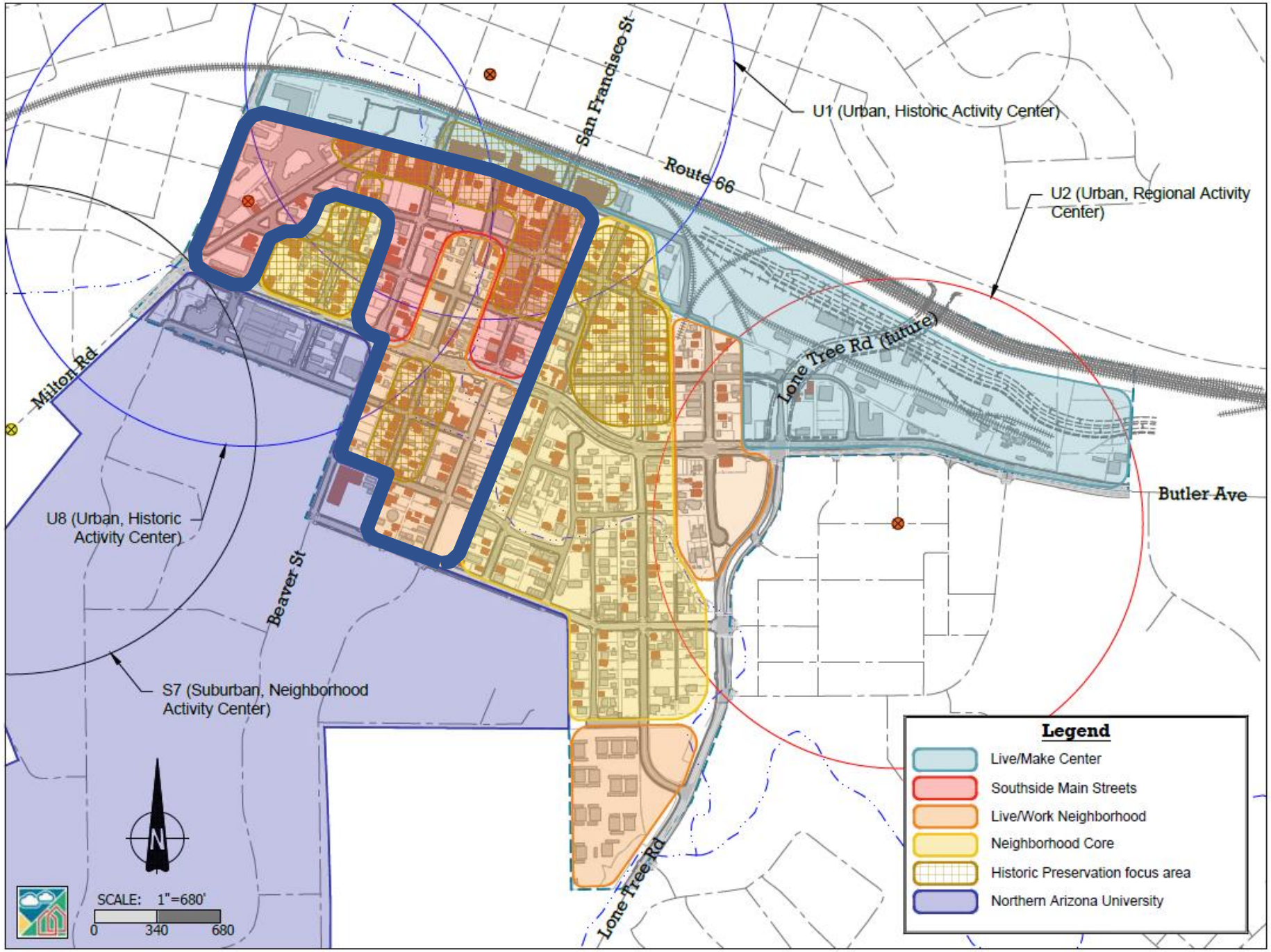
Reason for the Proposed Zoning Code Text Amendment

Purpose:

- **To assist in implementing:**
  - **To assist in implementing Southside Community Plan that areas of the Southside should not exceed 45-feet (Policies SMS 1.2. and SLW 1.2., pages 43 and 44)**



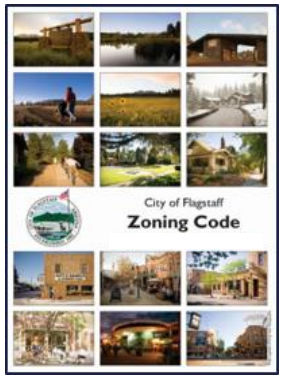
Southside Subareas



Proposed Zoning Code Text Amendment

Purpose:

- **Amend the Zoning Code to create the Neighborhood Community Commercial (Adopt the Neighborhood Community Commercial (NCC) zone**
  - **Maximum Building Height: 45 feet**
  - **Remainder of NCC zone is identical to the Community Commercial (CC) zone**

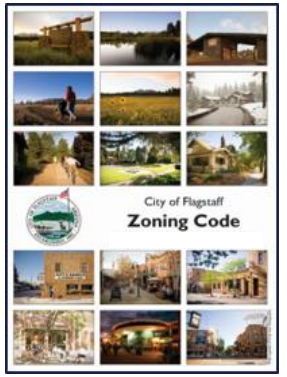


Neighborhood Community Commercial (NCC) Zone

- **Neighborhood Community Commercial (NCC) allowed building height: 45 feet**



Southeast corner of E Butler Ave and S Agassiz St

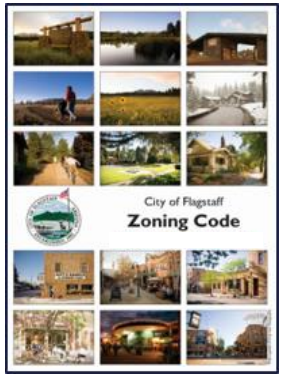


Neighborhood Community Commercial (NCC) Zone

- **Neighborhood Community Commercial (NCC) allowed building height: 45 feet**



Southeast corner of E Benton Ave and S San Francisco St



Proposed Zoning Code Amendment

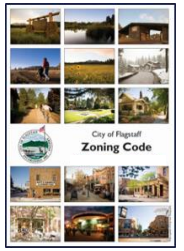
Steps:

1. **Adopt the Neighborhood Community Commercial (NCC) zone**

   Note. A property's existing zoning will not be affected by the adoption of the zone

Future

2. **Conduct individual neighborhood focused public outreach**
3. **City Council work session to discuss the results of the public outreach and possible initiation of a Zoning Map Amendment that is specific to each neighborhood**
4. **Conduct public outreach, and process the Zoning Map Amendment**
5. **Planning and Zoning Commission recommendation**
6. **City Council decision on Zoning Map Amendment**



Required Findings and Recommendation

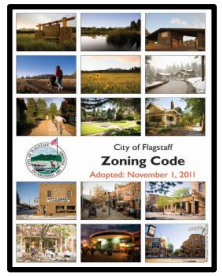
- **Findings for Zoning Code Text Amendments:**

  (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

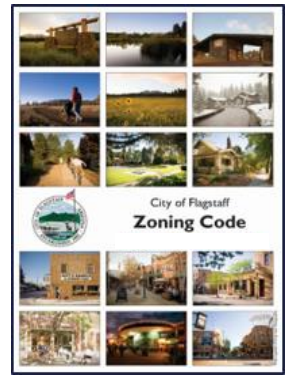
  (3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- **Staff and the Planning and Zoning Commission recommend that the findings have been met and to approve the Zoning Code Text Amendments.**



Neighborhood Community Commercial (NCC) Zone

Questions and Comments



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-14: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2022. **(Primary and secondary property tax levies for FY 2021-2022)**

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-14 by title only for the final time
2) City Clerk reads Ordinance No. 2021-14 by title only (if approved above)
3) Adopt Ordinance No. 2021-14

Executive Summary:

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 15, 2021.

Financial Impact:

The City is proposing a flat primary property tax levy of $6,952,496 on existing properties, plus a levy of $86,167 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2021-2022 of $7,038,663. The primary property tax rate to support this levy is $0.7186 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2021-2022, which is $7,322,717.

The City is proposing a secondary property tax levy of $7,739,745 on existing properties, plus a levy of $96,229 on new construction, for a total secondary property tax levy in FY 2021-2022 of $7,835,974. The proposed secondary property tax rate is $0.8000 per $100 of assessed valuation (same as the prior fiscal year).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2021-2022 Final Budget and policies reflected therein.

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

The FY 2021-2022 budget is the guiding document for the financial plan of the City. The property tax adoption is part of the overall City budget adoption.

Has There Been Previous Council Decision on This:

Property tax information has been discussed or presented at the following public meetings:

- Council Retreat on December 17, 2020
- Budget Retreat on February 1, 2021
- Discussion on posting 60 day notice for potential property tax increase on April 13, 2021
- Council Budget Work Session on April 22, 2021 and April 23, 2021
- Tentative Budget Adoption on June 1, 2021

Options and Alternatives:

1) Adopt the primary and secondary property tax rates as proposed.
2) Adopt lower primary and secondary property tax rates than proposed.
3) Adopt higher tax rates than proposed, however, this action may be barred by Truth in Taxation Notice publication deadlines or other legal considerations.

Background/History:

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2021-2022 is 4.0%. FY 2021-2022 proposed primary property tax levy is set at $7,038,663, which is less than the maximum allowable levy of $7,322,717.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2021-2022 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County will adopt the property tax levy as approved by the City in August 2021.

Expanded Financial Considerations:

The City is budgeting primary property tax revenues of $6,996,000 in its FY 2021-2022 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.2% in bad debt (taxes not able to be collected). The City anticipates an overall 1.3% increase in primary property tax revenues in FY 2021-2022, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government. Statutorily, the maximum allowable primary property levy for FY 2021-2022 is $7,322,717.

The City has budgeted a total of $7,835,974 in FY 2020-2021 secondary property tax, an approximate 2% increase over the FY 2020-2021 budget ($7,406,121). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data is shown below:

Property Tax Rates	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022 Proposed
Primary	0.8233	0.8334	0.7933	0.7510	0.7186
Secondary	0.8366	0.8366	0.8366	0.8000	0.8000
Total	1.6599	1.6700	1.6299	1.5510	1.5186

Primary property taxes account for XX% of the General Fund revenues budgeted for FY 2021-2022.

Community Benefits and Considerations:

Primary property taxes help support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the City.

Secondary property taxes support the debt service payment on numerous city capital projects including Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration, Core Services Facility, and the Courthouse.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 3, 2021, and June 10, 2021, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, and on the official city website or by request. At a public hearing on June 15, 2021, the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input. The final opportunity for public input on the tax levy will be at the July 6, 2021, Council Meeting.

Attachments: Ord. 2021-14

ORDINANCE NO. 2021-14

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2021-2022 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.7186 for the fiscal year ending on the 30th day of June 2022. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2022.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 5, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-15: An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property for the Lone Tree Overpass Project; providing for delegation of authority, subsequent council approvals, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-15 by title only for the final time
2) City Clerk reads Ordinance No. 2021-15 by title only (if approved above)
3) Adopt Ordinance No. 2021-15

Executive Summary:

Adoption of this ordinance will authorize the acquisition of the real property interests required for Lone Tree Overpass project.

Financial Impact:

The Lone Tree Overpass Project is currently budgeted in FY2020-2021 in the amount of $5,862,375 in the Transportation Fund, Account Number 047-05-112-3054-6. The Lone Tree Corridor Project is currently budgeted in FY2021-2022 in the amount of $250,000 in the Transportation Fund, Account Number 048-05-118-3495-6. Both funds will be utilized to complete the attached project scope from Route 66 to Sawmill Road.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan: Goal T.2 -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

During the February 2nd, 2021 Council meeting, Council awarded the Design-Build Services Agreement for Phase I of the project development to Ames Construction. The agreement provided services for parcel acquisition coordination.

Previous City Council reviewed options for the Lone Tree Overpass bond project and directed staff to prepare ballot language for a $73M bond project to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

Options and Alternatives:

1. Approve ordinance with option 1: All purchase contracts for a Property in an amount exceeding $50,000 are subject to subsequent City Council approval;
2. Approve ordinance with option 2: The City Council gives its prior approval and the City Manager is delegated authority to enter into all purchase contracts for the Properties, so long as the purchase price for a Property is reasonably consistent with the appraisal of just compensation to be paid.
3. Do not approve property acquisitions, and provide other direction.

Background/History:

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge was completed in 2010. The goal of the project is to provide better connectivity for our transportation network and provide a grade-separated crossing that increases safety and convenience for commuters.

The Overpass also coordinates with the future planned improvements of the Lone Tree Corridor reconstruction which was studied in a report completed in 2006. The Lone Tree Corridor and Overpass serves to connect the southern area of town with the Route 66 corridor and provides an option that reduces congestion on other roadway corridors.

A portion of the Lone Tree Corridor from Sawmill Road to Butler Avenue is included in this Overpass design. This section of the corridor was included at this time to provide a coordinated improvement north and south of the Butler Avenue Intersection.

In November 2018, the voters were asked to approve a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

On August 21, 2020, the City posted a Request for Statements of Qualifications (RSOQ) from Arizona Registered Contractors on the City's PlanetBids electronic bidding platform, and advertised it in the Arizona Daily Sun on August 23 and 30, 2020. The Design-Build solicitation will evaluate

contractors based on their qualifications and experience with providing similar Design-Build projects. The Design-Builder will provide design and construction services for the Overpass.

On September 24, 2020, the City received four responses to the Request for Statements of Qualifications (RSOQ). A seven-person evaluation committee was formed consisting of five staff members and two outside individuals (one officer of a registered contractor and one certified design professional in the industry). The Statements of Qualifications (SOQs) received were evaluated and the evaluation committee selected three firms for interviews. Upon the completion of the interviews, the evaluation committee selected Ames as the most qualified Design-Builder to perform the work.

On February 2, 2021, City Council awarded the Design-Build Services Agreement for Phase I of the project development to Ames Construction. The agreement provided services for parcel acquisition coordination.

Community Benefits and Considerations:

The Lone Tree Overpass will provide a new roadway corridor and bridge over the BNSF Railway and the future Rio de Flag Flood Control Project, providing connectivity between Butler Avenue and Route 66 in central Flagstaff. Multimodal transportation and alternative intersection design will be included in this project to enhance all modes of transportation. This project will also be designed with consideration of goals from the City's Climate Action and Adaptation Plan and the Southside Neighborhood Plan. An Economic Impact Analysis will also be developed to evaluate impacts for changes in transit behavior which will help identify future needs or mitigation.

Community Involvement:

There was extensive public coordination with the development of both the Overpass concept study and the Corridor Study in the late 2000s. There was also outreach performed for Proposition 419 and 420. This contract with Ames includes public participation meetings, neighborhood outreach, development of a website to provide information, project renderings to improve understanding of the proposed project elements, and general public coordination throughout the design and construction of the project.

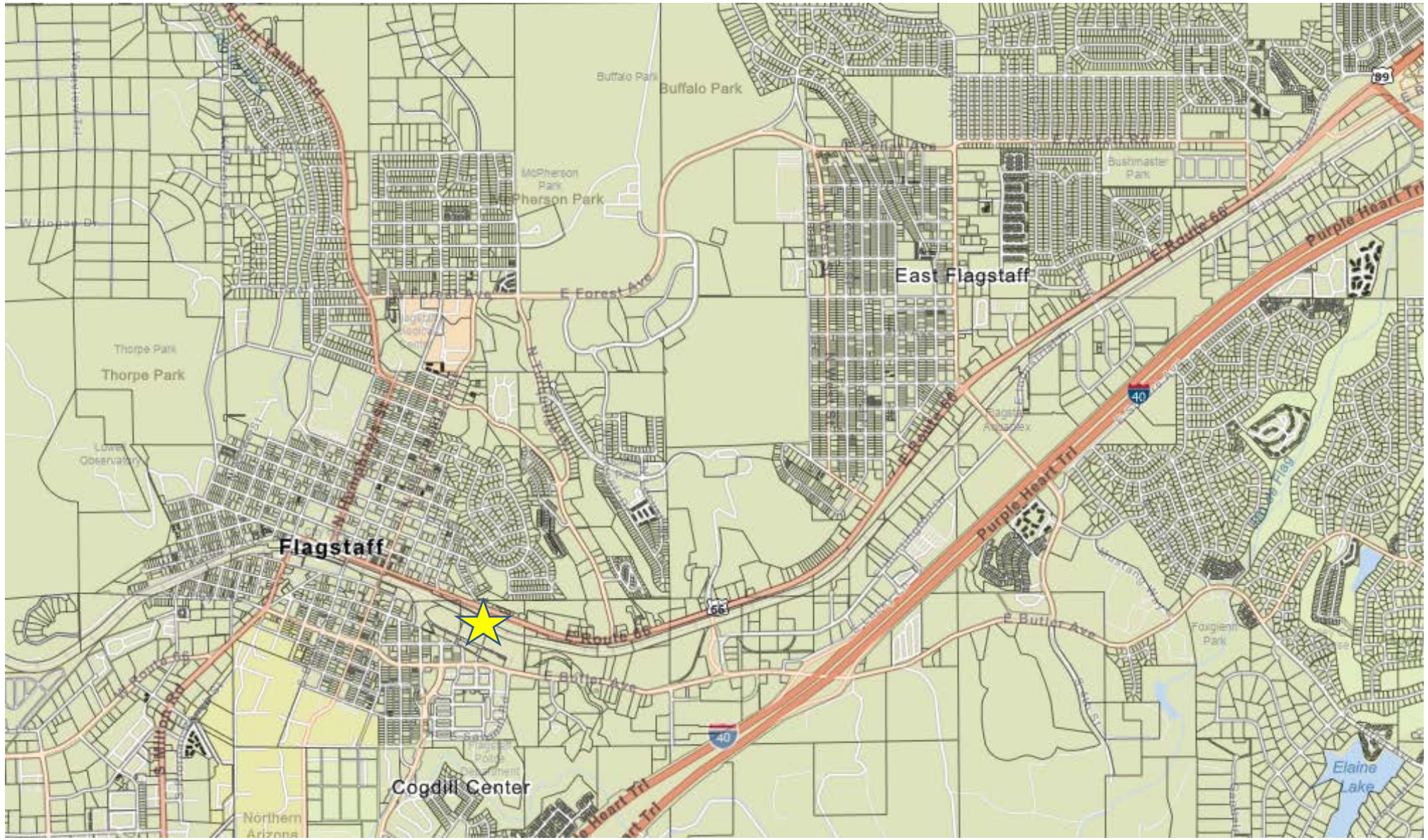
Attachments: Presentation
Ord. 2021-15
Exhibit A
Exhibit B

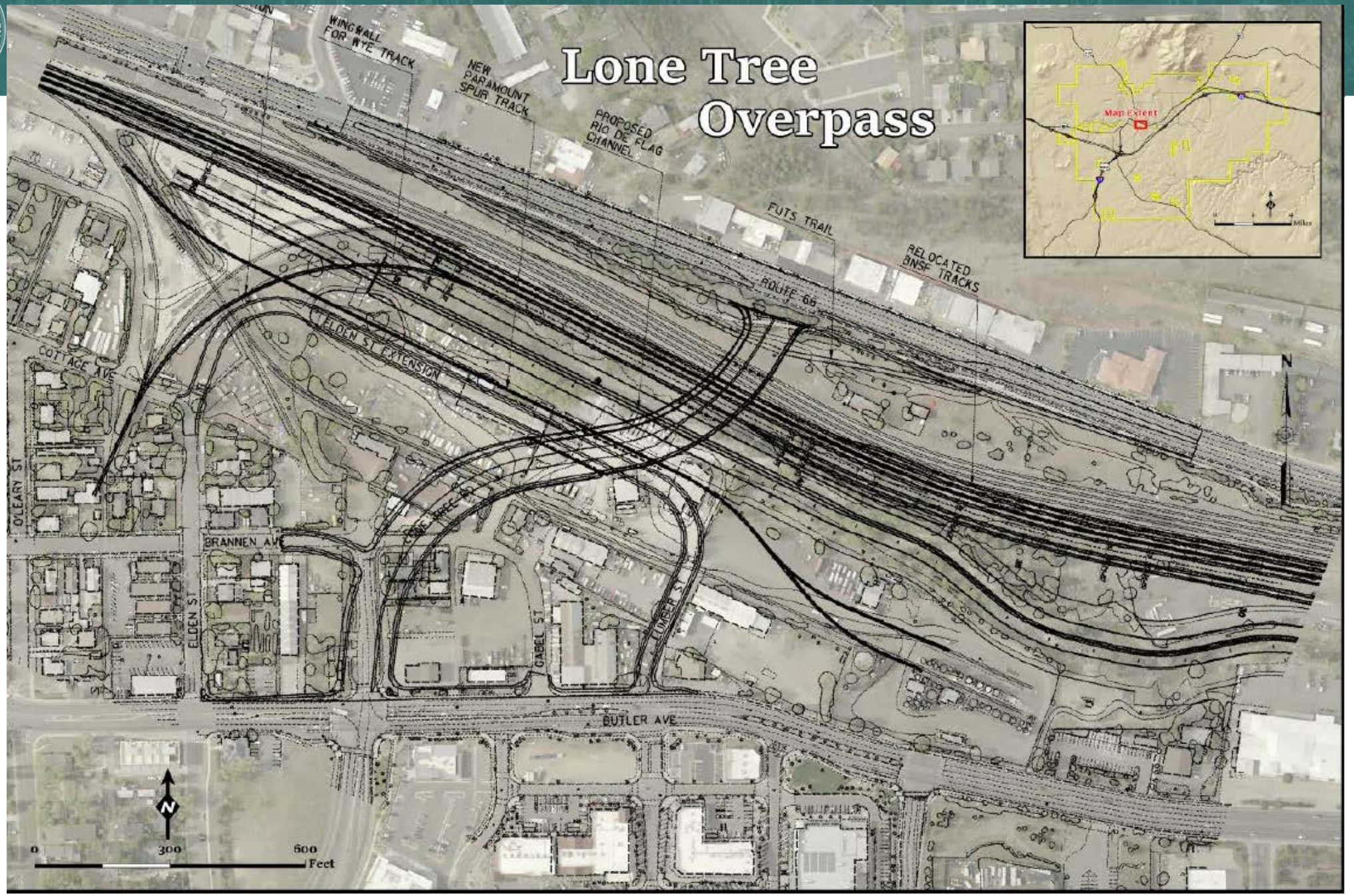
Lone Tree Overpass Property Acquisition

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map




Lone Tree Overpass
WINGWALL FOR WYE TRACK
NEW PARAMOUNT SPUR TRACK
PROPOSED RIO DE FLAG CHANNEL
FUTS TRAIL
RELOCATED BNSF TRACKS
ROUTE 66
ELDEN ST EXTENSION
COTTAGE AVE
O'LEARY ST
BRANNEN AVE
ELDEN ST
GABEL ST
LUMMIS ST
BUTLER AVE
Map Extent
N
0
300
600
Feet

Parcel Map


LT-16
LT-17
LT-18
LT-22
LT-22
LT-13
LT-12
LT-14
LT-06
LT-08
LT-01
LT-04
LT-03
LT-02
LT-05
LT-07
LT-15
LT-10
LT-09
LT11
LT-21
LT-19
LT-20
LT-22
LT-23
Priority 1
Priority 2
Priority 3
Priority 4
Priority 5
E PHOENIX AVE
E COTTAGE AVE
S ELDEN ST
S ONEAVY ST
S COLORADO ST
E BRANNEN AVE
E BUTLER AVE
E HILLTOP AVE
Coconino County GIS | USDA FSA, Maxar

Uniform Act Process

Purpose / Benefits

- Minimize Hardships
- Identify replacement housing and 90 day move-out notice
- Provide moving expenses
- Account for increased cost, if any, of replacement housing
- Following Uniform Act protects City's ability to continue to receive Federal and State funds

Uniform Act Process

Steps

- Notice of eligibility
- Appraisal
- Appraisal Review
  - Approved Offer Amount
- Written Offer and Determination of Relocation Benefits,
- Acquisition (purchase or condemnation)
- Relocation

Timeline

Priority 1 Parcels

BNSF Parcels

- Acquisition efforts progressing in same discussions as Rio de Flag flood control project

Priority 2 Parcels

Full Parcel Acquisitions

- Right of Way limits of the LoneTree Overpass will require full acquisition for these parcels
- Offers and Relocation Determinations are being presented

Priority 3-5 Parcels

Partial Acquisitions

- Design work has not fully delineated Right of Way needs. We may not need acquisitions on all parcels.
- Once design is finalized and legal descriptions prepared, we will acquire what is needed

Questions
or
Discussion?

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE LONE TREE OVERPASS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance; and

WHEREAS, the City of Flagstaff desires to acquire certain real property for the Lone Tree Overpass Project; and

WHEREAS, in November, 2018 Flagstaff voters passed Proposition 420, to establish a 0.23% local transaction privilege tax (sales) tax rate for a 20 year period, on the gross revenues derived from engaging in business activities within the city of Flagstaff, and dedicating use of the revenues to pay for the costs of a Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections ("Lone Tree Overpass Project"); and

WHEREAS, the City of Flagstaff has programmed funding for the Lone Tree Overpass Project in its 5-year Capital Improvement Program; and

WHEREAS, the City Council has approved a contract with Ames Construction, Inc., a Minnesota corporation, which includes an option for property acquisition services for the Lone Tree Overpass Project ("agent").

ENACTMENTS:

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

SECTION 1. In General

The City of Flagstaff shall acquire real property for the Lone Tree Overpass Project as generally described in Exhibit A and located as shown in Exhibit B, and per the civil engineering plans approved by the City Engineer ('the Properties").

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, City Engineer, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Properties and to carry out the purpose and intent of this ordinance, and to acquire the Properties through purchase, exchange, gift, donation, or dedication.

SECTION 3. Subsequent Council Approvals.

The City Council may approve any condemnation necessary for public use, including site access, by resolution referencing this ordinance, and including a legal description and map of the properties sought to be condemned, which resolution shall be immediately effective.

> [OPTION 1: Any purchase contract for a Property in an amount of $50,000 or more is subject to City Council approval at a future council meeting.]
>
> [OPTION 2: City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve any purchase contract for a Property in an amount of $50,000 or more without subsequent Council approval, so long as the purchase price shall be reasonably consistent with the City's appraisal of just compensation to be paid for the Property.]

Any deed or other transfer of real property acquired pursuant to this ordinance will be presented to the City Council at a future council meeting for formal acceptance.

SECTION 4. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 5. 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 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 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A—Description of properties to be acquired
Exhibit B—Map

EXHIBIT A
LEGAL DESCRIPTIONS OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Property Type
LT-01	Total Acquisition of Coconino County Assessor Parcel Number: 104-04-011D	**Arizona Materials Property LLc** 633 E. Brannen, Flag 86001/ 21838 N20th Str, Phx Az 85024	Industrial
LT-02	A Portion of or All of Coconino County Assessor Parcel Numbers: 104-01-017A, 104-01-018	**High Desert Investment Co** 504 E Butler Ave, Flag 86001/ PO Box 1170 Queen Creek 85142	Commercial
LT-03	Total Acqusition of Coconino County Assessor Parcel Number 104-01-019: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: Lot 11, Block 24, BRANNEN ADDITION, as shown on the plat thereof recorded in Book 1 of Maps, Page 12, and amended in Book 1 of Maps, Page 42, records of Coconino County, Arizona; EXCEPTING THEREFROM the Northerly 10.25 feet thereof.	**Fred and Jennie Baca** 3 S Colorado Street, Flag 86001	Residential
LT-04	Total Acquisition of Coconino County Assessor Parcel Number 104-01-020D: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: The Northerly 10.25 feet of LOT 11 and all of LOT 12, BLOCK 24, BRANNEN ADDITION, as shown on the plat thereof, recorded in Book 1 of Maps, Page 12, records of Coconino County, Arizona.	**Watkins, Michael & Eileen** 51 E Brannen, Flag 86001/ 7360 Crater View, Flag 86004	Residential
LT-05	A Portion of or All of of Coconino County Assessor Parcel Number 104-01-016C	**Tantiyatyanon Preeda & Madeleine** 522 E. Butler Ave, Flag 86001/5655 E Forest Dr, Flagstaff, 86004	Commercial

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Property Type
LT-06	Total Acquisiton of Coconino County Assessor Parcel Number: 104-01-097D: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: A parcel of land situated in Section 22, Township 21 North, Range 7 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, lying within the Burlington Northern and Santa Fe Railway Company's (formerly Atchison, Topeka and Santa Fe Railway Company) Yard Property at Flagstaff, Arizona, more particularly described as follows: COMMENCING at a T-rail monument 1 foot below ground level at the Southwest corner of said Yard Property, being on the Southerly extension of the Easterly line of Block 32 and 17.4 feet Westerly from the centerline of Cottage Avenue, as shown on the Revised Plat of Brannen Addition, a Subdivision of record in Book 1 of Maps, Page 42, records of Coconino County, Arizona; THENCE South 68° 20' 09" East along the Southerly line of said Yard Property, a distance of 596.89 feet to a point of curve; THENCE continuing Southeasterly along said Southerly property line, along a curve concave Southwesterly having a radius of 2270.66 feet, a central angle of 03° 40' 04", an arc length of 145.36 feet to the most Southerly corner of that certain parcel of land described in Quit Claim Deed dated August 11, 1992 from the Atchison, Topeka and Santa Fe Railway Company to Guifford W. Moore and Georgia M. Moore d/b/a G&G Company, and the TRUE POINT OF BEGINNING; THENCE continuing Southeasterly along said Southerly property line and along said curve, an arc length of 178.68 feet; THENCE South 60° 09' 34" East, a distance of 51.55 feet; THENCE North 24° 40' 23" East, a distance of 122.02 feet to a point 10.00 feet Southwesterly, as measured at right angles from the centerline of an existing spur track; THENCE North 65° 18' 31" West, parallel with said spur track centerline, a distance of 235.30 feet to the Easterly line of said parcel of land described in Quit Claim Deed dated August 11, 1992 from the Atchison, Topeka and Santa Fe Railway Company to Guifford W. Moore and Georgia M. Moore d/b/a G&G Company; THENCE South 21° 44' 02" West, a distance of 108.52 feet to the TRUE POINT OF BEGINNING.	**Hanson, Kelly & Liberty** 510 E Brannen, Flag 86001/ 580 E Flat Rock Ridge, Flag 86001	Commercial/Industrial
LT-07	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-022B	**SV Dirt Works** 410 E. Butler Ave, Flag 86001/ 1165 Mountainaire Rd, Flag 86005	Industrial
LT-08	Total Acquisition of Coconino County Assessor Parcel Number 104-01-093: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS: A portion of the Northwest quarter of the Northwest quarter of Section 22, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows: BEGINNING at the intersection of the North line of Brannen Avenue and the East line of Colorado Street; THENCE Northerly along the East line of Colorado Street to the South right-of-way line of the BNSF (formerly Atchison, Topeka and Santa Fe) Railroad Station grounds; THENCE Southeasterly along said South right-of-way of the Station grounds to the intersection with the North line of Brannen Avenue; THENCE West along the North line of Brannen Avenue to the POINT OF BEGINNING.	**Martyn Investments** 502 E Brannen, Flag 86001/ 140 N George Street, Flag 86001	Commercial
LT-09	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-024	**Hundelty, Gary & Mary Eileen** 422 E Butler Ave, Flag 86001/ 3219 E Camelback R, No 268, Phx, Az 85018	Commercial

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Property Type
LT-10	ACQUIRED via Ordinance 2020-20 All of Coconino County Assessor Parcel Number: 104-01-023	**City of Flagstaff, prior owner** Ginsberg 424 E Butler Ave, Flag 86001/ 832 N Wakando St, Flag 86004	Residential
LT-11	A Portion of or All of Coconino County Assessor Parcel Number: 104-04-012C	**R66R Commercial Properties** 524 E Brannen Ave, Flag 86001/ PO Box 65, Flag 86002	Industrial
LT-12	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-097B	**Steely, Jan LLC** 500 E Breannen/ 2532 N Fourth St, No 241, Flagstaff	Commercial/Industrial
LT-13	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-094E	**David, James & Caryl** 108 S Elden St, Flag 86001/ 4955 N Yarrow Trail, Flag 86001	Commercial
LT-14	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-071B	**Buzzard, Brian & Rachel** NWC Brannen Ave,& Colorado St, Flag 86001/1140 W Cox Ave, Flag 86005	Commercial
LT-15	A Portion of or All of Coconino County Assessor Parcel Number: 104-01-026B	**Splendid Fire Cat LLC** 400 E Butler, Flag 86001/5094 N Agave Trl, Flag 86001	Commercial
LT-16	A Portion of or All of Coconino County Assessor Parcel Number: 104-04-002	**Stilley Peter & Molly** 620 E .Rte 66, Flag 86001/17 N Leroux, #203 86001	Commercial
LT-17	A Portion of or All of Coconino County Assessor Parcel Number: 104-15-002, 00?	**RW Boulders LLC** 622E Route 66, Flag 86001/1918 E Winter Dr Phx, 85020	Commercial
LT-18	A Portion of or All of Coconino County Assessor Parcel Number: 104-15-003	**Stilley, Peter & Molly** 624 E .Rte 66, Flag 86001/17 N Leroux, #203 86001	Commercial
LT-19	A Portion of or All of Coconino County Assessor Parcel Number: 104-04-012D	**WIN OIL, CO** 700 E. Butler Ave, Flag 86001/ 989 S Main St, No 616 Cottonwood, Az 86326	Commercial
LT-20	A Portion of or All of Coconino County Assessor Parcel Number: 104-04-009C	**Island Creek Properties** 620 E Butler Ave, Flag 86001/260 E Butler Ave, Flag 86001	Commercial
LT-21	A Portion of or All of Coconino County Assessor Parcel Number: 104-04-008A	**Purcell, Michael** 602 E Butler Ave, Flag 86001/ PO Box 22215, Flag 86002	Commercial

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Property Type
LT-22	A Portion of or All of Coconino County Assessor Parcel Numbers: 104-04-011C, 104-04-013B, 104-04-013C, 104-04-014, 104-01-094D, 104-01-097C, 104-01-098A	**BNSF Railroad** 520 E Brannen & 840 E Butler, Flag 86001/Property Tax Dept, PO Box 961089, Fort Worth Tx 76161-0089	Comm/Ind
LT-23	A Portion of or All of Coconino County Assessor Parcel Number: 104-07-008	**LN Real Estete LLC** 1200 E Butler, 86001/PO Box 460069 Houston Tx 77056	Industrial

EXHIBIT B
ACQUISITION PARCEL PRIORITIES



7. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Contract: Change Order No. 15 with Shephard Wesnitzer, Inc. in the amount of $97,500.00 and add 235 calendar days for the Rio de Flag Flood Control Utility Relocation design services contract

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 15 with Shephard Wesnitzer, Inc. the amount of $97,500.00.
2. Add 235 calendar days to the design services contract
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of Change Order No. 15 will compensate Shephard Wesnitzer, Inc. to assist the City of Flagstaff in acquiring the property rights necessary for the U.S. Army Corps of Engineers (USACE) to certify the real estate for construction based on the needed lands, easements, rights-of-way, relocations, and disposal site (LERRD) for the Rio de Flag Flood Control Project. The added work will include supplemental legal description services, revised documents to support the Schedule B Maps and Segment Maps. There is a 235-day time extension requested with this change order to ensure the estate necessary meets the guidelines and requirements as outlined by the USACE. The Change Order Committee considered this item on June 17, 2021, it was approved with a recommendation to forward to the Council for final approval at the City Council meeting on July 6, 2021.

Financial Impact:

The FY 2004-2005 original contract approved by City Council for design services to Shephard Wesnitzer, Inc. was $1,582,521.00. Subsequent values of prior changes authorized through the City Manager's Change Order Authority and City Council approval has been $1,958,031.34. The funding to pay the amount of change order No. 15, $97,500.00, will come from the Stormwater Fund, tracked in the Rio de Flag project account #206-08-385-3236-0-4421.

Original Contract Value	$1,582,521.00
Value of Prior Changes	$1,958,031.34
Value of this Change	$ 97,500.00
New Contract Value	$3,638,052.34

Policy Impact:

No Impact.

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

Connection to Key Community Priorities, Objectives, Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Sustainable, Innovative Infrastructure
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Environmental Stewardship
Actively manage and protect all environmental and natural resources

Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Council Goal 2017 – 2019 - Environmental and Natural Resources
Actively manage and protect all environmental and natural resources

Regional Plan – Policy WR 5
Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Team Flagstaff Strategic Plan – Priority 3
Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

Previous Council actions pertaining to authorized value changes and action items necessary for the continuation of the project since FY 2004-2005.

Options and Alternatives:

1. Approve Change Order No. 15 with Shephard Wesnitzer, Inc. the amount of $97,500.00 as recommended.
2. Reject Change Order No. 15, which will forfeit the opportunity for the City to comply with its requirement to provide the estate necessary to allow the USACE to certify the real estate for the Rio de Flag Flood Control Project.

Background/History:

On January 18, 2005, the City Council awarded the Agreement for Consulting Services to Shephard Wesnitzer Inc. of Flagstaff, Arizona to perform design services for this project.

Key Considerations:

The Rio de Flag Flood Control Project is included in the City's Stormwater Management Capital Improvement Program and is the number one priority. The project has also been the subject of numerous Council Meetings, City to Citizen communications and newspaper articles.

The USACE requested funding for their FY 20 work plan to construct the entire project. The USACE was received $52M which will complete their share (65%) of the project as outlined in the Project Cooperation Agreement.

In 2018, the City Council authorized a fee increase to the Stormwater rate that would provide funding for their Capital Improvement Program (CIP). In 2019, City Council authorized collection of the rate increase. The rate increase will provide funding for the Stormwater CIP, of which the Rio de Flag Flood Control Project is the number one priority. The City has the capacity and commitment to complete our share of the project as outline in the Project Cooperation Agreement.
On April 12, 2021, the USACE submitted to the City of Flagstaff the real estate "take letter" outlining the estate necessary for the real estate certification. It is the City's responsibility as outlined in the Project Cooperation Agreement to provide the corridor necessary for the USACE to solicit, award and construct the Project.

Change order No. 15 includes added tasks;
Revised Schedule B Exhibits:

- Revisions necessary to the supporting exhibits for each affected parcel (46) within Phase I. This will be accomplished with the review of the USACE's provided linework and then make revisions.

Legal Description Revisions:

- USACE's provided linework will be reviewed and revisions for legal descriptions will be made to the overall project channel easement and temporary construction easements. New separate legal descriptions will be prepared for utility easements and any areas within the public Rights-of Way. Phase I will include 59 revised legal descriptions and 57 new legal descriptions. Phase II will include 15 new legal descriptions.

USACE Segment Maps:

- Revise the Phase I Segment Maps that were previously prepared to be accompanied with the revised legal descriptions

Meetings and Coordination:

- Attend and participate in meetings with the City, USACE and the USACE's consultant to coordinate the real estate final deliverables.

Change Order No. 15 will add 235 calendar days to the design contract. The revised completion date is June 19, 2022, which corresponds with the USACE anticipated construction project award date in the fall of 2022.

Change Order No. 15 was presented to the Change Order Committee for their consideration on June 17, 2021. The item was approved with a recommendation to forward to the City Council for consideration and final approval. The City Council will hear this item at the July 6, 2021 meeting.

Expanded Financial Considerations:

Funding for Change Order No. 15, $97,500.00, will come from the Stormwater Fund and will be tracked in the Rio de Flag Flood Control project 206-08-385-3236-0-4421. The Stormwater Fee rate increase started collection in July 2019 to fund the Stormwater CIP. The Rio de Flag Flood Control Project is part of the Stormwater CIP and is the highest priority project.

The USACE was awarded $52M in their FY 20 work plan, providing commitment for their full share of the project at 65%.

Community Benefits and Considerations:

The City will be working with the Public Relations consultant (Beta Pr) to continue a public information plan.

Expanded Options and Alternatives:

1. Approve Change Order No. 15 with Shephard Wesnitzer, Inc. the amount of $97,500.00 as recommended.
2. Reject Change Order No. 15, which will forfeit the opportunity for the City to comply with its requirement to provide the estate necessary to allow the USACE to certify the real estate for the Rio de Flag Flood Control Project.

Attachments: Change Order #15
Vicinity Map
Presentation

CITY OF FLAGSTAFF

☐ **CONFIRMING CHANGE ORDER NO.**
☒ **CONSULTING CONTRACT CHANGE ORDER NO.** **15**
☐ **CONSTRUCTION CONTRACT CHANGE ORDER NO.**
☐ **CONTRACT ALLOWANCE UPDATE NO.**

PROJECT NO. 346800 **PROJECT NAME:** Rio de Flag Flood Control Utility Relocation

FILE NO. 03-04011 **PROJECT MANAGER:** Trevor Henry

TO: Shephard Wesnitzer, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

Provide additional work tasks as described in the proposal dated June 14, 2021 to bring the Rio de Flag Flood Control Real Estate services to 100%, and to comply with certification process as described by the US Army Corps of Engineers (USACE). The added tasks are requirements to meet the estate necessary to certify real estate for construction based on the lands, easements, rights-of-way, relocations and disposal site (LERRD) for the Rio de Flag Flood Control Project. The tasks are legal description revision services for Phase I and II, revisions to support the Schedule B Exhibits and Segment Maps. There is a 235-day time extension requested with this change order to meet the USACE anticipated project award date.

Change Order originated by: ☒ **CITY OF FLAGSTAFF** ☐ **CONTRACTOR** ☐ **CONSULTANT** ☐ **OTHER:** _____

Project Manager	6/17/2021 Date	**Approval Recommended**	
Department Head	6/17/2021 Date	**Approval Recommended**	
Water Services	6/17/2021 Date	**Approval Recommended**	
Public Works Eng. & Capital Improvements	6/17/2021 Date	**Approval Recommended**	
~~**Community Development**~~	6/17/2021 Date	**Approval Recommended**	
City Attorney	6/17/2021 Date	**Approval Recommended**	
Purchasing (Chair)	6/17/2021 Date	**Approval Recommended**	
City Manager	6/17/2021 Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	**275 Days**	**(10/30/05)**	**ORIGINAL CONTRACT**	**$ 1,582,521.00**
PRIOR TIME CHANGES	**6,115 Days**	**(10/27/21)**	**TOTAL PRIOR VALUE CHANGES**	**$ 1,958,031.34**
THIS TIME CHANGE	**235 Days**	**(6/19/22)**	**VALUE OF THIS CHANGE**	**$ 97,500.00**
NEW CONTRACT PERIOD	**6,625 Days**	**(6/19/22)**	**NEW CONTRACT**	**$ 3,638,052.34**

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Shephard Wesnitzer, Inc.

Accepted Date: 06/14/2021 **By:** _____

CITY OF FLAGSTAFF

☐ **CONFIRMING CHANGE ORDER NO.** ____
☒ **CONSULTING CONTRACT CHANGE ORDER NO.** **15**
☐ **CONSTRUCTION CONTRACT CHANGE ORDER NO.** ____
☐ **CONTRACT ALLOWANCE UPDATE NO.** ____

PROJECT NO. **346800** **PROJECT NAME:** **Rio de Flag Flood Control Utility Relocation**

FILE NO. **03-04011** **PROJECT MANAGER:** **Trevor Henry**

JUSTIFICATION:
Shephard Wesnitzer Inc. (SWI) completed the design of the Final I utility and right of way relocation plans on February 24, 2010 as part of the City's LERRD (Land, Easements, Rights of Way, Relocation and Disposal) contribution. The USACE has hired TetraTech to complete the 100% flood control design, excluding the structural and landscaping components. The USACE has submitted the 90% plans in May 2020 and has projected a final design completion of December 2020. On April 12, 2021 the USACE submitted the real estate "take letter" to the City which outlined the estate necessary to certify real estate for construction based on the LERRD's. The "take letter" is the first step for the non-federal sponsor to furnish the required estate for the project. It is important for the City of Flagstaff to verify the proposed acquisition documents in the USASE's "take letter" have sufficient rights for the USACE to execute a future construction contract. In order to ensure there is sufficent rights, SWI will need to review and revise the proposed legal descriptions for Phase I (59)and Phase II (57), revise Schedule B Exhibits for Phase I parcels (46) and revise Segement Maps for Phase I to accompany the revised legal descriptions.

TIME ANALYSIS:
A 235-calendar day contract time extension is proposed by SWI to complete the work to meet the estate necessary for the USACE to certify real estate for construction based on the LERRD's.

COST ANALYSIS:
Reference attached documentation from SWI dated June 14, 2021 for scope of services and fee proposal regarding the additional real estate tasks for the Rio de Flag Flood Control Project.

Original Contract Amount:	$1,582,521.00
Total Prior Value Changes:	$1,958,031.34
Value of this Change Order:	$ 97,500.00
New Contract Amount:	$3,638,052.34

This change order exceeds the authorized change order authority and will require City Council approval. The Stormwater Fee increase authorized in November 2018 and collection in July 2019, will provide funding. The Rio de Flag Hydrology account (206-08-385-3236-0-4421) will fund Change Order #15.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,638,052.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,638,052.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	

CITY PROJECT MANAGER: Trevor Henry

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
CO#1	$14,404.00	0	N/A	Revise sewer crossings & cost estimate due to change in structures & flood elevations by USACE. Amount is to be taken from City Manager's Authority. $136,346.00/$150,750.00
8/04/05	$1,596,925.00	275	10/30/05	
Field Order #1	$1,290.00	0	N/A	Prepare exhibits and convert files to Arcmap format. $73,710.00/$75,000.00
8/22/05			10/30/05	
Field Order #2	N/A	60	N/A	Time extension due to City/USACE delays.
10/26/05		335	12/29/05	
Field Order #3	2,800.00	60	N/A	Time extension due to City/USACE delays.
2/09/06	0	395	2/27/06	
CO#2	$11,998.00	261	N/A	Additional Title Reports, time extension due to City delay. Amount is to be taken from City Manager's Authority. $124,348.00/$150,750.00
3/20/06	$1,608,923.00	656	11/15/06	
Field Order #4	$941.98	0	N/A	Prepare Brownfield Exhibits. $69,968.02/$75,000.00
5/20/06	N/A	656	11/15/06	
Field Order #5	N/A	60	N/A	Time extension due to City/USACE delays.
11/6/06		716	1/14/07	

CITY OF FLAGSTAFF		*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation		☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 346800		**FILE NO.** 03-04011
ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,638,052.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,638,052.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Field Order #6	N/A	60	N/A	Time extension due to City/USACE delays.
1/08/07		776	3/15/07	
CO#3	$12,015	730	N/A	Additional design to determine estimate of right of way needed and utility relocations cost for the Corps Limited Re-evaluation Report. Amount is to be taken from City Manager's Authority. $112,333.00/$150,750.00
2/1/07	$1,620,938	1506	3/14/09	
Field Order #7	N/A	60	N/A	Time delays due to City and USACE.
3/09/09		1566	5/13/09	
CO#4	$1,038,036.34	270	5/05/09	Deliver Phase II of the project per the attached scope and fee.
4/16/09	$2,658,974.34	1836	2/07/10	
Field Order #8	$3,600.00	0	N/A	Provide additional sewer flow measurement.
9/14/09	2,662,574.34	1836	2/07/10	
CO#5	$24,343.00	38	N/A	Accelerate design of lower 850 l.f. of utility plans to meet shovel ready designation. Amount is to be taken from City Manager's Authority. $87,990.00/$150,750.00
10/15/09	$2,683,317.34	1874	3/17/10	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,638,052.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,638,052.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #6	$0	180	N/A	Time extension due to City/USACE delays as a result of the January 2010 VE study.
3/4/10	$2,683,317.34	2054	9/13/10	
Change Order #7	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/9/10	$2,683,317.34	2419	9/13/11	
Change Order #8	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/8/11	$2,683,317.34	2784	9/13/12	
Change Order #9	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/13/12	$2,683,317.34	3149	9/13/13	
Change Order #10	$0	972	N/A	Time extension due to City/USACE delays.
5/21/15	$2,683,317.34	4,121	5/12/2016	
Change Order #11	$0	491	N/A	Time extension due to City/USACE delays.
9/15/16	$2,683,317.34	4,612	9/15/2017	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,638,052.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,638,052.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	19
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #12	$0	958	N/A	Time extension to bring current the existing contract and meet the new USACE final design completion date of 04/30/2020
3/7/19	$2,683,317.34	5,845	4/30/20	
Change Order #13	$483,100.00	365	3/17/2020	Additional work to bring outstanding tasks to comply with the USACE final design and meet the project schedule for construction delivery, Spring 2021
2/13/2020	$3,166,417.34	6,210	4/30/21	
Change Order #14	$374,135.00	180	11/17/2020	Added tasks are supplemental to the design as outlined and requested by the USACE; supplemental survey services, additional side drain analysis, final design and coordination to produce 100% Construction Plans
11/05/2020	$3,540,552.34	6390	10/27/21	
Change Order #15	$97,500.00	235	7/06/2021	Added tasks to ensure the estate necessary for real estate certification has sufficient rights. The added tasks will revised legal descriptions, schedule B maps, segment maps.
6/17/2021	$3,638,052.34	6625	6/19/22	

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	14-000120	**Line Number:**	**1**	**Amount**	$698,015.35
Purchase Order Number:	14-000120	**Line Number:**	**2**	**Amount**	$7,244.66
Purchase Order Number:	14-000120	**Line Number:**	**3**	**Amount**	$483,100.00

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT CORPS OF ENGINEERS
915 WILSHIRE BLVD, SUITE 930
LOS ANGELES, CALIFORNIA 90017-3489

12 Apr 2021

Office of the Chief
Real Estate Division

SUBJECT: LERRDS Acquisition Requirements Package, Rio De Flag Project, Flagstaff, AZ

Mr. Bryce Doty
Real Estate Manager, City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Mr. Doty:

This real estate acquisition package identifies the lands, easements, rights-of-way, relocations and disposal site (LERRDS) requirements for the Rio De Flag (RDF) Project. The information provided is based upon current plans and specifications for the RDF. Please reference the enclosed Exhibits A (Written Descriptions), B (Acquisition Map), and C (Standard Estate Language) for specifics.

This information is furnished with the required estate necessary to certify real estate for construction, operation, and maintenance of the RDF Project. Prior to execution of any acquisition document, please confirm with the Corps that sufficient rights are included. Additional rights may be acquired at your discretion. Be advised that credit for the value of any additional rights acquired is subject to U.S. Army Corps of Engineers (USACE) review and approval.

To avoid construction delays, acquisition of the required real estate interest should be completed no later than 01, Oct 2022. Please provide an acquisition schedule to this office within two weeks of receipt of this letter. If you have any questions on this matter please contact Mr. Steve Winkleblech, Realty Specialist at (602) 230-6970 or by email at steven.d.winkleblech@usace.army.mil.

This letter supersedes all previous letters, same subject.

Sincerely,

Cheryl L. Connett

Cheryl L. Connett
Chief, Real Estate Division

Enclosures

Exhibit A (General Legal Descriptions)
Exhibit B (Acquisition Map)
Exhibit C (Standard Estate Language)

DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION
915 Wilshire Boulevard
LOS ANGELES, CALIFORNIA 90017

DATE: 5 APRIL 2021
UNIT: N/A
ACQUISTION TRACT: N/A
LOCATION: FLAGSTAFF, COCONINO COUNTY, ARIZONA
ASSESSOR'S PARCELS: THOSE AREAS WITHIN THE FEDERAL PROJECT FOOTPRINT BEST IDENTIFIED BY THE MOST CURRENT COCONINO COUNTY ASSESSORS RECORDS AND IDENTIFIED AS :103-01-001, 103-01-007C, 103-02-005M, 103-02-005N,103-02-021, 103-02-030A, 103-02-031, 103-02-033, 112-04-012, 112-35-001A, 103-02-005Y, 100-39-005D, 103-06-004, 103-06-008, 103-06-018E, 103-06-018A, 103-06-019, 103-06-017A, 103-06-003B, 100-43-001C, 100-44-001, 100-44-02A, 100-44-003E, 100-44-004D, 100-44-004E, 100-44—005A, 100-44-006A, 101-27-001C, 101-27-002A, 101-27-02C, 101-27-002D, 104-01-094D, 104-01-094, 104-01-098A, 104-04-010, 104-04-011C, 104-04-011D, 104-07-005T, 104-07-005V, 104-07-005W, 104-07-005Y, 104-07-005Z, 104-07-007A, 104-07-007C, 104-07-007E, 104-07-008,104-07-009, AND MEANING TO INCLUDE THOSE AREAS IN THE PUBLIC AND OR PRIVATE WAYS WITHIN THE FEDERAL PROJECT FOOTPRINT

ACREAGE: 1,201,966 +/- square feet, 27 +/-ACRES
PROJECT: 1109- RIO DE FLAG
DOCUMENT NO.: N/A
LOCATION: FLAGSTAF, COCONINO COUNTY, ARIZONA
CESPL-AM-AT FILE: DWG No.1109- PRELIMINARY 1

GENERAL DESCRIPTION FEDERAL ACQUISATION OVERALL FEDERAL PROJECT FOOTPRINT CONTAINING TEMPORARY CONSTRUCTION EASEMENTS

Note: This general description of the OVERALL FOOT PRINT begins at the most westerly corner of the Federal Project Print and runs in clockwise direction, it is the purpose of this descript to give a general footprint of the overall required Real Estate needed for this project. The description is described in plus and/or minus feet(+/-) and may not necessarily create a closed mathematical figure, it will be upon completion of the project that final descriptions are submitted that entail in detail the final acquisitions that make up a closed figures for each estate acquired.

OVERALL FEDERAL PROJECT FOOTPRINT

Beginning at the most westerly corner of the Federal Project across, over, and in those portions of the Assessor's parcels listed above and at a known Arizona Central Zone, NAD 83 State Coordinate system North:1,525,77.2 East:774,918,2.

Thence North 56°24'45" East a distance of 221.9 +/- feet.
Thence North 53°29'58" East a distance of 102.4+/- feet.
Thence North 50°57'53" East a distance of 33.1+/- feet.
Thence North 49°40'12" East a distance of 36.1+/- feet.
Thence North 48°19'07" East a distance of 36.1+/- feet.
Thence North 46°22'09" East a distance of 51.7+/- feet.
Thence North 45°22'10" East a distance of 51.7+/- feet.
Thence North 44°52'10" East a distance of 304.6+/- feet.
Thence North 45°30'41" East a distance of 96.6+/- feet.
Thence North 48°25'07" East a distance of 113.1+/- feet.
Thence North 51°59'06" East a distance of 171.5+/- feet.
Thence South 20°32'29" East a distance of 332.8+/- feet.
Thence North 70°08'00" East a distance of 99.8+/- feet.
Thence North 70°03'06" East a distance of 202.8+/- feet.

Thence South 19°55'17" East a distance of 40.0+/- feet.
Thence North 87°07'37" East a distance of 105.1+/- feet.
Thence North 90°00'00" East a distance of 38.2+/- feet.
Thence South 83°28'30" East a distance of 45.5+/- feet.
Thence North 02°38'31" West a distance of 10.8+/- feet.
Thence North 87°21'29" East a distance of 60.1+/- feet.
Thence South 02°16'00" East a distance of 14.3+/- feet.
Thence South 63°32'06" East a distance of 46.5+/- feet.
Thence South 86°17'14" East a distance of 24.5+/- feet.
Thence North 87°47'44" East a distance of 11.8+/- feet.
Thence North 87°52'00" East a distance of 34.3+/- feet.
Thence South 64°05'25" East a distance of 10.7+/- feet.
Thence North 87°44'00" East a distance of 28.7+/- feet.
Thence North 02°16'00" West a distance of 12.6+/- feet.
Thence North 87°44'00" East a distance of 91.8+/- feet.
Thence South 01°27'38" East a distance of 11.7+/- feet.
Thence North 86°30'56" East a distance of 81.8+/- feet.
Thence North 79°23'08" East a distance of 28.6+/- feet.
Thence North 69°11'41" East a distance of 11.4+/- feet.
Thence North 75°16'58" East a distance of 12.4+/- feet.
Thence North 17°38'43" East a distance of 21.9+/- feet.
Thence North 78°17'06" East a distance of 47.9+/- feet.
Thence North 87°54'29" East a distance of 189.3+/- feet.
Thence South 00°36'16" East a distance of 19.1+/- feet.
Thence North 86°37'01" East a distance of 318.1+/- feet.
Thence North 00°00'00" West a distance of 44.5+/- feet.
Thence North 90°00'00" East a distance of 56.5+/- feet.
Thence South 00°00'00" East a distance of 30.6+/- feet.
Thence North 87°54'29" East a distance of 30.3+/- feet.
Thence South 01°09'51" East a distance of 6.9+/- feet.
Thence North 89°18'26" East a distance of 62.9+/- feet.
Thence North 00°47'36" West a distance of 17.0+/- feet.
Thence North 83°40'53" East a distance of 198.2+/- feet.
Thence North 48°17'14" East a distance of 153.9+/- feet.
Thence North 48°17'14" East a distance of 17.2+/- feet.
Thence South 69°24'26" East a distance of 126.7+/- feet.
Thence South 39°09'15" West a distance of 9.7+/- feet.
Thence with a curve concave to the northwesterly with a radius of 1177.0', with a central angle of 08°24'17", with an arc length of 172.7'.
Thence North 57°16'01" East a distance of 30.5+/- feet.
Thence North 55°49'34" East a distance of 195.8+/- feet.
Thence North 57°12'29" East a distance of 90.0+/- feet.
Thence South 34°56'10" East a distance of 1.8+/- feet.
Thence North 57°22'50" East a distance of 13.9+/- feet.
Thence North 42°52'18" West a distance of 1.8+/- feet.
Thence North 57°12'29" East a distance of 101.3+/- feet.
Thence North 57°20'23" East a distance of 77.7+/- feet.
Thence North 57°20'23" East a distance of 140.9+/- feet.
Thence North 57°17'15" East a distance of 93.0+/- feet.
Thence North 57°16'13" East a distance of 292.7+/- feet.
Thence North 14°19'46" East a distance of 42.8+/- feet.
Thence North 75°31'40" West a distance of 103.6+/- feet.
Thence North 14°21'01" East a distance of 6.9+/- feet.
Thence North 75°39'24" West a distance of 224.9+/- feet.
Thence North 20°45'01" East a distance of 205.6+/- feet.
Thence South 79°53'04" East a distance of 29.4+/- feet.
Thence South 79°47'51" East a distance of 29.9+/- feet.

Thence South 79°49'32" East a distance of 31.7+/- feet.
Thence South 78°18'53" East a distance of 61.2+/- feet.
Thence South 77°23'36" East a distance of 35.5+/- feet.
Thence South 76°48'23" East a distance of 32.4+/- feet.
Thence South 75°23'13" East a distance of 69.8+/- feet.
Thence South 74°39'48" East a distance of 45.2+/- feet.
Thence South 73°21'27" East a distance of 70.0+/- feet.
Thence South 72°43'08" East a distance of 55.1+/- feet.
Thence South 71°45'56" East a distance of 52.6+/- feet.
Thence South 71°40'34" East a distance of 38.0+/- feet.
Thence South 70°45'07" East a distance of 55.6+/- feet.
Thence South 70°00'00" East a distance of 82.2+/- feet.
Thence North 20°35'31" East a distance of 20.3+/- feet.
Thence North 69°24'16" West a distance of 15.1+/- feet.
Thence North 20°45'48" East a distance of 10.9+/- feet.
Thence South 69°04'20" East a distance of 50.0+/- feet.
Thence South 20°45'41" West a distance of 9.9+/- feet.
Thence South 69°20'16" East a distance of 100.0+/- feet.
Thence South 20°45'50" West a distance of 20.0+/- feet.
Thence South 70°14'02" East a distance of 530.1+/- feet.
Thence South 70°10'46" East a distance of 20.0+/- feet.
Thence North 20°55'30" East a distance of 10.3+/- feet.
Thence South 69°04'30" East a distance of 50.0+/- feet.
Thence South 20°55'30" West a distance of 9.4+/- feet.
Thence South 70°10'46" East a distance of 340.8+/- feet.
Thence South 67°38'13" East a distance of 32.5+/- feet.
Thence South 64°18'28" East a distance of 10.2+/- feet.
Thence South 61°58'50" East a distance of 20.2+/- feet.
Thence North 28°01'10" East a distance of 10.0+/- feet.
Thence South 66°04'56" East a distance of 36.3+/- feet.
Thence South 55°52'45" East a distance of 80.0+/- feet.
Thence South 59°38'33" East a distance of 44.6+/- feet.
Thence South 63°24'21" East a distance of 12.7+/- feet.
Thence North 26°35'39" East a distance of 11.1+/- feet.
Thence South 67°30'17" East a distance of 95.3+/- feet.
Thence South 36°41'58" East a distance of 39.7+/- feet.
Thence South 63°24'21" East a distance of 383.0+/- feet.
Thence North 26°35'39" East a distance of 15.1+/- feet.
Thence South 63°24'21" East a distance of 72.1+/- feet.
Thence South 89°44'35" East a distance of 60.4+/- feet.
Thence South 77°38'07" East a distance of 55.2+/- feet.
Thence South 74°36'01" East a distance of 85.0+/- feet.
Thence South 71°54'38" East a distance of 65.3+/- feet.
Thence South 58°33'11" East a distance of 55.3+/- feet.
Thence South 49°50'40" East a distance of 92.0+/- feet.
Thence South 45°43'14" East a distance of 29.7+/- feet.
Thence South 66°40'31" East a distance of 16.6+/- feet.
Thence South 33°40'01" East a distance of 31.2+/- feet.
Thence South 64°37'32" East a distance of 35.0+/- feet.
Thence South 56°19'35" East a distance of 42.4+/- feet.
Thence South 62°43'13" East a distance of 10.3+/- feet.
Thence South 49°27'54" East a distance of 24.7+/- feet.
Thence South 39°06'04" East a distance of 15.0+/- feet.
Thence South 63°24'21" East a distance of 35.5+/- feet.
Thence South 75°21'14" East a distance of 17.8+/- feet.
Thence South 25°35'59" East a distance of 6.0+/- feet.
Thence South 63°24'21" East a distance of 10.3+/- feet.

Thence South 89°05'27" East a distance of 5.4+/- feet.
Thence South 82°10'38" East a distance of 14.2+/- feet.
Thence South 79°07'51" East a distance of 13.5+/- feet.
Thence South 59°41'51" East a distance of 5.3+/- feet.
Thence South 49°15'00" East a distance of 15.4+/- feet.
Thence South 38°07'49" East a distance of 15.1+/- feet.
Thence South 63°24'21" East a distance of 50.3+/- feet.
Thence South 79°03'08" East a distance of 9.6+/- feet.
Thence North 84°02'45" East a distance of 4.1+/- feet.
Thence North 58°33'11" East a distance of 14.1+/- feet.
Thence South 77°28'05" East a distance of 9.6+/- feet.
Thence South 69°06'52" East a distance of 25.8+/- feet.
Thence South 60°59'55" East a distance of 20.2+/- feet.
Thence South 27°54'08" East a distance of 15.0+/- feet.
Thence South 46°47'30" East a distance of 14.8+/- feet.
Thence South 47°03'27" East a distance of 19.3+/- feet.
Thence South 58°29'14" East a distance of 28.5+/- feet.
Thence South 63°24'21" East a distance of 29.1+/- feet.
Thence South 78°38'19" East a distance of 4.9+/- feet.
Thence South 68°34'27" East a distance of 13.2+/- feet.
Thence South 51°33'51" East a distance of 6.4+/- feet.
Thence South 63°20'57" East a distance of 8.0+/- feet.
Thence South 74°46'33" East a distance of 41.4+/- feet.
Thence South 72°00'25" East a distance of 18.8+/- feet.
Thence North 72°50'38" East a distance of 12.3+/- feet.
Thence South 74°24'50" East a distance of 17.3+/- feet.
Thence South 62°26'42" East a distance of 40.5+/- feet.
Thence South 63°21'59" East a distance of 83.2+/- feet.
Thence South 58°11'24" East a distance of 111.1+/- feet.
Thence North 87°17'22" East a distance of 26.0+/- feet.
Thence South 65°06'38" East a distance of 14.5+/- feet.
Thence South 59°34'28" East a distance of 32.1+/- feet.
Thence South 71°00'34" East a distance of 34.8+/- feet.
Thence South 64°04'18" East a distance of 56.4+/- feet.
Thence South 50°29'46" East a distance of 17.4+/- feet.
Thence South 65°37'17" East a distance of 33.9+/- feet.
Thence South 61°43'13" East a distance of 15.5+/- feet.
Thence South 53°42'08" East a distance of 7.6+/- feet.
Thence South 25°29'36" East a distance of 13.8+/- feet.
Thence South 15°06'51" East a distance of 16.2+/- feet.
Thence South 46°41'41" East a distance of 29.1+/- feet.
Thence South 13°22'37" East a distance of 12.0+/- feet.
Thence South 64°35'13" East a distance of 53.6+/- feet.
Thence South 86°26'55" East a distance of 79.4+/- feet.
Thence South 12°52'34" East a distance of 40.0+/- feet.
Thence South 35°29'22" East a distance of 40.0+/- feet.
Thence with a curve concave to the northerly with a radius of 349.5', with a central angle of 02°17'08", with an arc length of 13.9'.
Thence North 75°45'20" East a distance of 52.9+/- feet.
Thence North 21°55'56" East a distance of 23.0+/- feet.
Thence North 29°53'17" East a distance of 11.2+/- feet.
Thence South 89°55'37" East a distance of 16.0+/- feet.
Thence South 37°34'57" East a distance of 28.2+/- feet.
Thence South 86°42'15" East a distance of 17.9+/- feet.
Thence South 20°48'02" East a distance of 31.3+/- feet.
Thence South 36°00'43" East a distance of 22.2+/- feet.
Thence South 89°21'54" East a distance of 69.0+/- feet.

Thence North 83°59'08" East a distance of 13.5+/- feet.
Thence with a curve concave to the northerly with a radius of 343.4', with a central angle of 01°57'09", with an arc length of 11.7'.
Thence North 78°40'01" East a distance of 105.1+/- feet.
Thence with a curve concave to the southerly with a radius of 458.5', with a central angle of 49°48'48", with an arc length of 398.6'.
Thence South 51°17'20" East a distance of 188.0+/- feet.
Thence South 35°54'21" East a distance of 243.5+/- feet.
Thence North 64°55'10" East a distance of 37.3+/- feet.
Thence South 11°38'57" East a distance of 52.4+/- feet.
Thence North 86°31'08" West a distance of 210.0+/- feet.
Thence North 87°53'04" West a distance of 68.8+/- feet.
Thence North 03°02'09" East a distance of 81.6+/- feet.
Thence North 25°20'01" West a distance of 84.7+/- feet.
Thence North 52°03'24" West a distance of 94.5+/- feet.
Thence with a curve concave to the southwesterly with a radius of 620.2', with a central angle of 07°19'50", with an arc length of 79.4'.
Thence with a compound curve concave to the southerly with a radius of 339.3', with a central angle of 39°35'33", with an arc length of 234.5'.
Thence South 80°52'27" West a distance of 12.5+/- feet.
Thence South 09°07'38" East a distance of 5.0+/- feet.
Thence South 80°52'22" West a distance of 92.5+/- feet.
Thence South 32°10'53" West a distance of 80.6+/- feet.
Thence North 68°36'19" West a distance of 58.8+/- feet.
Thence North 18°38'38" West a distance of 44.2+/- feet.
Thence with a curve concave to the northerly with a radius of 474.5', with a central angle of 08°28'33", with an arc length of 70.2'.
Thence North 77°11'17" West a distance of 105.4+/- feet.
Thence with a curve concave to the northeasterly with a radius of 474.5', with a central angle of 26°56'44", with an arc length of 223.2'.
Thence North 50°14'33" West a distance of 128.2+/- feet.
Thence North 63°51'51" West a distance of 376.0+/- feet.
Thence North 64°20'58" West a distance of 141.6+/- feet.
Thence North 63°24'21" West a distance of 149.9+/- feet.
Thence North 63°51'51" West a distance of 150.0+/- feet.
Thence North 62°05'27" West a distance of 52.3+/- feet.
Thence North 63°24'21" West a distance of 472.4+/- feet.
Thence South 78°38'40" West a distance of 31.6+/- feet.
Thence North 70°15'55" West a distance of 108.6+/- feet.
Thence South 27°24'24" West a distance of 12.1+/- feet.
Thence North 62°35'36" West a distance of 153.9+/- feet.
Thence North 26°35'39" East a distance of 80.3+/- feet.
Thence North 63°24'21" West a distance of 466.5+/- feet.
Thence North 59°38'33" West a distance of 47.5+/- feet.
Thence North 55°52'45" West a distance of 88.6+/- feet.
Thence North 60°26'02" West a distance of 52.3+/- feet.
Thence North 67°51'23" West a distance of 33.0+/- feet.
Thence North 19°47'07" East a distance of 15.5+/- feet.
Thence North 70°10'41" West a distance of 336.3+/- feet.
Thence South 20°55'30" West a distance of 85.1+/- feet.
Thence North 69°04'30" West a distance of 49.9+/- feet.
Thence North 20°41'52" East a distance of 49.9+/- feet.
Thence North 69°11'36" West a distance of 151.4+/- feet.
Thence South 16°55'24" West a distance of 5.9+/- feet.
Thence North 69°34'11" West a distance of 16.5+/- feet.
Thence South 20°36'44" West a distance of 10.1+/- feet.
Thence North 69°39'56" West a distance of 79.6+/- feet.

Thence North 20°20'04" East a distance of 20.1+/- feet.
Thence North 68°04'08" West a distance of 4.9+/- feet.
Thence North 20°32'15" East a distance of 21.6+/- feet.
Thence North 69°04'11" West a distance of 56.8+/- feet.
Thence South 64°42'48" West a distance of 41.1+/- feet.
Thence North 70°10'32" West a distance of 270.0+/- feet.
Thence South 73°10'29" West a distance of 53.3+/- feet.
Thence North 69°20'14" West a distance of 49.8+/- feet.
Thence South 20°47'21" West a distance of 84.5+/- feet.
Thence North 75°36'54" West a distance of 174.2+/- feet.
Thence South 14°19'46" West a distance of 47.1+/- feet.
Thence North 75°44'08" West a distance of 125.8+/- feet.
Thence South 56°29'36" West a distance of 192.6+/- feet.
Thence South 57°17'01" West a distance of 213.7+/- feet.
Thence South 57°17'01" West a distance of 242.7+/- feet.
Thence South 68°21'00" West a distance of 33.3+/- feet.
Thence South 56°26'05" West a distance of 145.6+/- feet.
Thence South 56°26'05" West a distance of 182.1+/- feet.
Thence South 56°23'50" West a distance of 57.2+/- feet.
Thence North 32°28'29" West a distance of 3.3+/- feet.
Thence South 57°16'01" West a distance of 22.4+/- feet.
Thence with a curve concave to the northwesterly with a radius of 1224.0', with a central angle of 09°57'26", with an arc length of 212.7'.
Thence South 00°00'00" East a distance of 13.7+/- feet.
Thence South 72°31'47" West a distance of 87.5+/- feet.
Thence South 46°36'21" West a distance of 82.6+/- feet.
Thence North 43°08'57" West a distance of 58.9+/- feet.
Thence South 78°17'12" West a distance of 125.6+/- feet.
Thence South 46°31'07" West a distance of 93.1+/- feet.
Thence South 46°45'48" West a distance of 195.0+/- feet.
Thence North 00°39'14" West a distance of 128.9+/- feet.
Thence South 89°20'46" West a distance of 50.0+/- feet.
Thence North 00°39'17" West a distance of 39.1+/- feet.
Thence South 86°21'34" West a distance of 287.9+/- feet.
Thence South 87°06'17" West a distance of 196.4+/- feet.
Thence South 80°18'48" West a distance of 28.1+/- feet.
Thence South 02°11'36" East a distance of 11.1+/- feet.
Thence South 88°01'29" West a distance of 45.6+/- feet.
Thence South 65°56'13" West a distance of 18.1+/- feet.
Thence South 76°38'39" West a distance of 12.2+/- feet.
Thence South 80°47'15" West a distance of 17.6+/- feet.
Thence South 85°21'34" West a distance of 17.6+/- feet.
Thence South 88°09'42" West a distance of 98.4+/- feet.
Thence South 02°11'36" East a distance of 23.1+/- feet.
Thence South 87°44'00" West a distance of 80.0+/- feet.
Thence North 01°36'16" West a distance of 15.2+/- feet.
Thence South 88°25'20" West a distance of 140.8+/- feet.
Thence South 02°16'00" East a distance of 11.9+/- feet.
Thence South 87°21'29" West a distance of 59.4+/- feet.
Thence North 02°38'31" West a distance of 32.8+/- feet.
Thence North 86°37'52" West a distance of 71.2+/- feet.
Thence South 87°21'31" West a distance of 229.7+/- feet.
Thence North 28°35'36" West a distance of 14.9+/- feet.
Thence South 77°11'24" West a distance of 44.5+/- feet.
Thence South 14°51'24" West a distance of 23.6+/- feet.
Thence North 75°08'36" West a distance of 36.5+/- feet.
Thence South 52°56'40" West a distance of 36.9+/- feet.

Thence North 58°08'20" West a distance of 29.2+/- feet.
Thence South 79°17'48" West a distance of 29.3+/- feet.
Thence South 70°02'42" West a distance of 129.8+/- feet.
Thence South 73°32'09" West a distance of 114.1+/- feet.
Thence South 70°04'28" West a distance of 240.2+/- feet.
Thence South 19°57'18" East a distance of 10.1+/- feet.
Thence South 69°33'59" West a distance of 145.2+/- feet.
Thence South 20°25'03" East a distance of 6.1+/- feet.
Thence South 45°14'27" West a distance of 43.1+/- feet.
Thence South 78°08'22" West a distance of 36.8+/- feet.
Thence South 45°14'27" West a distance of 112.2+/- feet.
Thence South 67°10'11" West a distance of 87.6+/- feet.
Thence South 56°51'36" West a distance of 20.6+/- feet.
Thence South 37°45'36" West a distance of 88.7+/- feet.
Thence North 80°24'31" West a distance of 42.8+/- feet.
Thence South 56°51'36" West a distance of 97.8+/- feet.
Thence North 33°08'24" West a distance of 85.0+/- feet.
to the point of beginning, containing 1,201,965.9+/- square feet, OR 27.6+/- acres

DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION
915 Wilshire Boulevard
LOS ANGELES, CALIFORNIA 90017

DATE: 5 APRIL 2021
UNIT: N/A
ACQUISTION TRACT: N/A
LOCATION: FLAGSTAFF, COCONINO COUNTY, ARIZONA
ASSESSOR'S PARCELS: THOSE AREAS WITHIN THE FEDERAL PROJECT FOOTPRINT BEST IDENTIFIED BY THE MOST CURRENT COCONINO COUNTY ASSESSORS RECORDS AND IDENTIFIED AS :103-01-001, 103-01-007C, 103-02-005M, 103-02-005N,103-02-021, 103-02-030A, 103-02-031, 103-02-033, 112-04-012, 112-35-001A, 103-02-005Y, 100-39-005D, 103-06-004, 103-06-008, 103-06-018E, 103-06-018A, 103-06-019, 103-06-017A, 103-06-003B, 100-43-001C, 100-44-001, 100-44-02A, 100-44-003E, 100-44-004D, 100-44-004E, 100-44—005A, 100-44-006A, 101-27-001C, 101-27-002A, 101-27-02C, 101-27-002D, 104-01-094D, 104-01-094, 104-01-098A, 104-04-010, 104-04-011C, 104-04-011D, 104-07-005T, 104-07-005V, 104-07-005W, 104-07-005Y, 104-07-005Z, 104-07-007A, 104-07-007C, 104-07-007E, 104-07-008,104-07-009, AND MEANING TO INCLUDE THOSE AREAS IN THE PUBLIC AND OR PRIVATE WAYS WITHIN THE FEDERAL PROJECT FOOTPRINT.
ACREAGE: **659,188**+/- square feet, 15.1 +/-
PROJECT: 1109- RIO DE FLAG
DOCUMENT NO.:
LOCATION: FLAGSTAF, COCONINO COUNTY, ARIZONA
CESPL-AM-AT FILE: DWG No.1109- PRELIMINARY 2

GENERAL DESCRIPTION FOR
ACQUISATION OF A
PERMANENT EASEMENT

Note: This general description of the PERMANENT EASEMENT begins at the most westerly corner of the Federal Project FOOT PRINT and runs in clockwise direction, it is the purpose of this descript to give a general footprint of the overall required Real Estate needed for this project. The description is described in plus and/or minus feet(+/-) and may not necessarily create a closed mathematical figure, it will be upon completion of the project that final descriptions are submitted that entail in detail the final acquisitions that make up a closed figures for each estate acquired.

OVERALL PERMANENT EASEMENT FOOTPRINT DESCRIPTION

Beginning at the most westerly corner of the project of the permanent easement over across and in those portions of the Assessor's parcels listed above and at a known Arizona Central Zone, NAD 83 State Coordinate system North:1,525,77.2 East:774,918,2.

Thence North 56°24'45" East a distance of 221.9+/- feet,
Thence North 53°29'58" East a distance of 102.4+/- feet,
Thence North 50°57'53" East a distance of 33.1+/- feet,
Thence North 70°02'40" East a distance of 91.2+/- feet,
Thence North 05°04'54" East a distance of 15.9+/- feet,
Thence North 63°19'54" East a distance of 36.1+/- feet,
Thence South 56°29'13" East a distance of 23.1+/- feet,
Thence North 70°02'40" East a distance of 109.2+/- feet,
Thence North 67°11'20" East a distance of 119.3+/- feet,

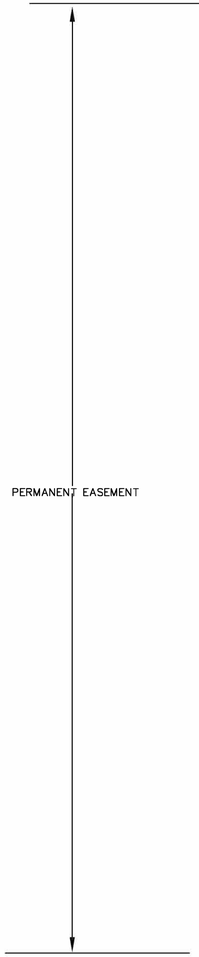
Thence North 69°22'22" East a distance of 30.1+/- feet,
Thence North 71°33'25" East a distance of 238.5+/- feet,
Thence North 70°02'40" East a distance of 252.5+/- feet,
Thence South 89°23'10" East a distance of 114.7+/- feet,
Thence North 87°13'35" East a distance of 188.9+/- feet,
Thence with a curve concave to the southerly with a radius of 513.3', with a central angle of 14°11'18", with an arc length of 127.1',
Thence South 78°35'06" East a distance of 44.1+/- feet,
Thence with a curve concave to the northerly with a radius of 246.7', with a central angle of 14°06'19", with an arc length of 60.7',
Thence North 87°18'35" East a distance of 240.0+/- feet,
Thence with a curve concave to the northerly with a radius of 171.7', with a central angle of 18°33'23", with an arc length of 55.6',
Thence North 68°45'11" East a distance of 19.3+/- feet,
Thence with a curve concave to the southerly with a radius of 198.3', with a central angle of 17°50'50", with an arc length of 61.8',
Thence North 86°36'01" East a distance of 473.8+/- feet,
Thence North 86°52'35" East a distance of 29.0+/- feet,
Thence North 85°32'11" East a distance of 30.1+/- feet,
Thence North 88°00'07" East a distance of 92.9+/- feet,
Thence with a curve concave to the northerly with a radius of 1185.7', with a central angle of 21°29'04", with an arc length of 444.6',
Thence North 44°33'41" East a distance of 4.5+/- feet,
Thence with a curve concave to the northwesterly with a radius of 1184.0', with a central angle of 09°04'33", with an arc length of 187.5',
Thence North 57°16'01" East a distance of 1114.8+/- feet,
Thence South 75°40'14" East a distance of 2.3+/- feet,
Thence North 57°59'28" East a distance of 94.1+/- feet,
Thence South 85°40'44" West a distance of 86.1+/- feet,
Thence with a curve concave to the northeasterly with a radius of 254.5', with a central angle of 89°44'18", with an arc length of 352.2',
Thence South 79°49'32" East a distance of 29.9+/- feet,
Thence with a curve concave to the northeasterly with a radius of 225.5', with a central angle of 91°27'06", with an arc length of 359.9',
Thence North 85°43'27" East a distance of 119.9+/- feet,
Thence North 86°45'21" East a distance of 35.0+/- feet,
Thence North 88°12'00" East a distance of 99.9+/- feet,
Thence North 86°46'00" East a distance of 62.0+/- feet,
Thence with a curve concave to the southerly with a radius of 316.7', with a central angle of 19°13'35", with an arc length of 106.3',
Thence North 20°53'07" East a distance of 25.5+/- feet,
Thence South 69°20'16" East a distance of 100.0+/- feet,
Thence South 20°45'50" West a distance of 20.0+/- feet,
Thence South 70°14'02" East a distance of 530.1+/- feet,
Thence South 70°10'46" East a distance of 410.8+/- feet,
Thence with a curve concave to the southwesterly with a radius of 368.5', with a central angle of 14°18'01", with an arc length of 92.0',
Thence South 55°52'20" East a distance of 66.1+/- feet,
Thence South 55°52'45" East a distance of 21.5+/- feet,
Thence South 59°38'33" East a distance of 44.6+/- feet,
Thence South 63°24'21" East a distance of 27.3+/- feet,
Thence North 16°13'15" East a distance of 27.6+/- feet,
Thence South 67°30'17" East a distance of 34.4+/- feet,
Thence with a curve concave to the easterly with a radius of 32.0', with a central angle of 67°05'17", with an arc length of 37.5',
Thence South 63°24'21" East a distance of 450.2+/- feet,
Thence North 26°35'39" East a distance of 30.5+/- feet,

**Thence South 63°24'21" East a distance of 1316.8+/- feet,
Thence South 68°10'35" East a distance of 140.6+/- feet,
Thence with a curve concave to the southwesterly with a radius of 450.5',
with a central angle of 18°21'01", with an arc length of 144.3',
Thence South 50°14'33" East a distance of 124.0+/- feet,
Thence with a curve concave to the northeasterly with a radius of 349.5',
with a central angle of 26°56'44", with an arc length of 164.4',
Thence South 77°11'17" East a distance of 105.4+/- feet,
Thence with a curve concave to the northerly with a radius of 349.5', with a
central angle of 05°56'10", with an arc length of 36.2',
Thence with a compound curve concave to the northerly with a radius of
340.9', with a central angle of 14°38'49", with an arc length of 87.2',
Thence with a compound curve concave to the northerly with a radius of
341.5', with a central angle of 04°21'13", with an arc length of 25.9',
Thence North 78°07'48" East a distance of 79.2+/- feet,
Thence with a curve concave to the southerly with a radius of 458.5', with a
central angle of 49°48'48", with an arc length of 398.6',
Thence South 51°17'20" East a distance of 188.0+/- feet,
Thence South 35°54'21" East a distance of 243.5+/- feet,
Thence North 64°55'10" East a distance of 37.3+/- feet,
Thence South 11°38'57" East a distance of 52.4+/- feet,
Thence North 86°31'08" West a distance of 210.0+/- feet,
Thence North 87°53'04" West a distance of 68.8+/- feet,
Thence North 03°02'09" East a distance of 128.1+/- feet,
Thence North 52°03'24" West a distance of 143.6+/- feet,
Thence with a curve concave to the southwesterly with a radius of 620.2',
with a central angle of 07°19'50", with an arc length of 79.4',
Thence with a compound curve concave to the southerly with a radius of
339.3', with a central angle of 39°35'33", with an arc length of 234.5',
Thence South 80°52'22" West a distance of 117.7+/- feet,
Thence South 83°21'23" West a distance of 17.0+/- feet,
Thence South 46°34'10" West a distance of 51.3+/- feet,
Thence North 43°25'50" West a distance of 15.0+/- feet,
Thence North 46°34'10" East a distance of 32.9+/- feet,
Thence with a curve concave to the northerly with a radius of 469.5', with a
central angle of 14°41'13", with an arc length of 120.4',
Thence North 77°12'47" West a distance of 112.2+/- feet,
Thence with a curve concave to the northeasterly with a radius of 469.5',
with a central angle of 26°56'44", with an arc length of 220.8',
Thence North 50°14'33" West a distance of 107.5+/- feet,
Thence North 63°51'51" West a distance of 397.3+/- feet,
Thence North 64°21'03" West a distance of 141.2+/- feet,
Thence North 63°24'23" West a distance of 352.6+/- feet,
Thence North 63°24'21" West a distance of 697.9+/- feet,
Thence North 26°35'39" East a distance of 53.9+/- feet,
Thence North 63°24'21" West a distance of 527.6+/- feet,
Thence North 59°38'33" West a distance of 47.3+/- feet,
Thence North 55°52'45" West a distance of 22.8+/- feet,
Thence North 55°52'18" West a distance of 66.1+/- feet,
Thence with a curve concave to the southwesterly with a radius of 328.5',
with a central angle of 14°18'01", with an arc length of 82.0',
Thence North 70°12'47" West a distance of 411.6+/- feet,
Thence North 70°14'02" West a distance of 328.0+/- feet,
Thence North 70°10'17" West a distance of 302.0+/- feet,
Thence North 20°40'38" East a distance of 2.3+/- feet,
Thence with a curve concave to the southerly with a radius of 283.2', with a
central angle of 18°40'15", with an arc length of 92.3',**

Thence South 86°46'00" West a distance of 62.0+/- feet,
Thence South 85°20'00" West a distance of 99.5+/- feet,
Thence with a curve concave to the southerly with a radius of 187.1', with a central angle of 09°08'04", with an arc length of 29.8',
Thence South 66°35'10" West a distance of 19.1+/- feet,
Thence with a curve concave to the southeasterly with a radius of 185.7', with a central angle of 09°25'32", with an arc length of 30.5',
Thence South 57°16'16" West a distance of 44.9+/- feet,
Thence South 75°40'14" East a distance of 2.3+/- feet,
Thence South 57°16'01" West a distance of 1144.5+/- feet,
Thence with a curve concave to the northwesterly with a radius of 1216.0', with a central angle of 12°34'58", with an arc length of 267.0',
Thence North 44°33'41" East a distance of 3.9+/- feet,
Thence with a curve concave to the northerly with a radius of 1214.3', with a central angle of 18°20'45", with an arc length of 388.8',
Thence South 88°01'41" West a distance of 76.9+/- feet,
Thence South 88°50'40" West a distance of 45.7+/- feet,
Thence South 86°52'34" West a distance of 28.8+/- feet,
Thence South 86°36'01" West a distance of 473.8+/- feet,
Thence with a curve concave to the southerly with a radius of 171.7', with a central angle of 17°50'50", with an arc length of 53.5',
Thence South 68°45'11" West a distance of 19.3+/- feet,
Thence with a curve concave to the northerly with a radius of 198.3', with a central angle of 18°33'23", with an arc length of 64.2',
Thence South 87°18'35" West a distance of 240.0+/- feet,
Thence with a curve concave to the northerly with a radius of 273.3', with a central angle of 14°06'19", with an arc length of 67.3',
Thence North 78°35'06" West a distance of 44.1+/- feet,
Thence with a curve concave to the southerly with a radius of 486.7', with a central angle of 14°11'18", with an arc length of 120.5',
Thence South 87°13'35" West a distance of 170.3+/- feet,
Thence with a curve concave to the southerly with a radius of 636.7', with a central angle of 01°36'24", with an arc length of 17.9',
Thence South 79°23'41" West a distance of 97.7+/- feet,
Thence with a curve concave to the southerly with a radius of 705.1', with a central angle of 06°12'32", with an arc length of 76.4',
Thence North 19°57'18" West a distance of 5.0+/- feet,
Thence South 70°02'42" West a distance of 668.0+/- feet,
Thence South 45°14'27" West a distance of 184.3+/- feet,
Thence South 67°10'11" West a distance of 87.6+/- feet,
Thence South 56°51'36" West a distance of 233.7+/- feet,
Thence North 33°08'24" West a distance of 85.0+/- feet,
to the point of beginning,
containing 659187.78 square feet, 15.133 acres

Exhibit A - Legal Description





PERMANENT EASEMENT

LINE	BEARING	DISTANCE
L1	S 56°24'45" W	221.9'
L2	S 53°29'58" W	102.4'
L3	S 50°57'53" W	33.1'
L4	S 70°02'40" W	91.2'
L5	S 05°04'54" W	15.9'
L6	N 63°19'54" E	36.1'
L7	S 56°29'13" E	23.1'
L8	S 70°02'40" W	109.2'
L9	N 67°11'20" E	119.3'
L10	S 69°22'22" W	30.1'
L11	N 71°33'25" E	238.5'
L12	N 70°02'40" E	252.5'
L13	S 89°23'10" E	114.7'
L14	S 87°13'55" W	188.9'
L15	S 78°35'06" E	44.1'
L16	N 87°18'35" E	240.0'
L17	N 68°46'11" E	19.3'
L18	N 86°36'01" E	473.8'
L19	N 86°52'35" E	29.0'
L20	N 85°32'11" E	30.1'
L21	N 88°00'07" E	92.9'
L22	N 44°33'41" E	4.5'
L23	S 57°16'01" W	1,114.8'
L24	S 78°40'14" E	2.3'
L25	N 57°59'28" E	94.1'
L26	S 85°40'44" W	86.1'
L28	N 85°43'27" E	119.9'
L29	N 86°45'21" E	35.0'
L30	N 88°12'00" E	99.9'
L31	N 86°48'00" E	62.0'
L32	N 20°53'07" E	25.5'
L33	S 69°20'16" E	100.0'
L34	S 20°45'50" W	20.0'
L35	S 70°14'02" E	530.1'
L36	S 70°10'46" E	410.8'
L37	S 55°52'20" E	66.1'
L38	S 55°59'45" E	21.5'
L39	S 59°38'33" E	44.6'
L40	S 63°24'21" E	27.3'
L41	N 16°13'15" E	27.6'
L42	S 67°30'17" E	34.4'
L43	N 63°24'21" W	450.2'
L44	N 26°35'39" E	30.5'
L45	S 63°24'21" E	1,316.8'
L46	S 68°10'35" E	140.6'
L47	S 77°11'17" E	105.4'
L48	N 78°07'48" E	79.2'
L49	S 51°17'20" E	188.0'
L50	S 35°54'21" E	243.5'
L51	N 64°55'10" E	37.3'
L52	S 11°38'57" E	52.4'
L53	S 86°31'08" E	210.0'
L54	S 87°53'04" E	68.8'
L55	N 03°02'09" E	128.1'
L56	S 52°03'24" E	143.6'
L57	N 80°52'22" E	117.7'
L58	S 83°21'23" W	17.0'
L59	S 46°34'10" W	51.3'
L60	N 43°25'50" W	15.0'
L61	S 46°34'10" E	32.9'
L62	S 77°12'47" E	112.2'
L63	S 50°14'33" E	107.5'
L64	N 63°51'51" W	397.3'
L65	N 64°21'03" W	141.2'
L66	N 63°24'23" W	352.6'
L67	N 63°24'21" W	697.9'
L68	N 26°35'39" E	53.9'
L69	N 63°24'21" W	527.8'
L70	N 59°38'33" W	47.3'
L71	N 55°52'45" W	22.8'
L72	N 55°52'18" W	66.1'
L73	N 70°12'47" W	411.6'
L74	N 70°14'02" W	328.0'
L75	N 70°10'17" W	302.0'
L76	N 20°40'38" E	2.3'
L77	S 86°46'00" W	62.0'
L78	S 85°20'00" W	99.5'
L79	S 68°35'10" W	19.1'
L80	S 57°16'18" W	44.9'
L81	S 75°40'14" E	2.3'
L82	S 57°16'01" W	1,144.5'
L83	N 44°33'41" E	13.9'
L84	S 88°01'41" W	76.9'
L85	S 88°50'40" W	45.7'
L86	S 86°52'34" W	28.8'
L87	S 86°36'01" W	473.8'
L88	S 68°45'11" W	19.3'
L89	S 87°18'35" W	240.0'
L90	N 78°35'06" W	44.1'
L91	S 87°13'55" W	170.3'
L92	S 79°23'47" W	97.7'
L93	S 19°57'18" E	15.0'
L94	S 70°02'42" W	668.0'
L95	S 45°14'27" W	184.3'
L96	S 67°10'11" W	87.6'
L97	S 56°51'36" W	233.7'
L98	N 33°08'24" W	85.0'

OVERALL PROJECT LIMITS

LINE	BEARING	DISTANCE
L101	N 57°28'58" E	102.4'
L100	N 56°24'45" E	221.9'
L102	N 50°57'53" E	33.1'
L103	N 49°40'12" E	36.1'
L104	N 48°19'07" E	36.1'
L105	N 46°22'09" E	51.7'
L106	N 45°22'10" E	51.7'
L107	N 44°52'10" E	304.6'
L108	N 45°30'41" E	96.6'
L109	N 48°25'07" E	113.1'
L110	N 51°59'06" E	171.5'
L111	S 20°32'29" E	332.8'
L112	N 70°08'00" E	99.8'
L113	N 70°03'06" E	202.8'
L114	S 19°55'17" E	40.0'
L115	N 87°07'37" E	105.1'
L116	N 90°00'00" E	38.2'
L117	S 83°28'30" E	45.5'
L118	N 02°38'31" W	110.8'
L119	N 87°21'29" E	60.1'
L120	S 02°16'00" E	114.3'
L121	S 63°32'06" E	46.5'
L122	S 86°17'14" E	24.5'
L123	N 87°47'44" E	111.8'
L124	N 87°52'00" E	34.3'
L125	S 64°05'25" E	10.7'
L126	N 87°44'00" E	28.7'
L127	N 02°16'00" W	112.6'
L128	N 87°44'00" E	91.8'
L129	S 01°27'58" E	111.7'
L130	N 86°30'56" E	181.8'
L131	N 79°23'08" E	28.6'
L132	N 69°11'41" E	111.4'
L133	N 75°16'58" E	112.4'
L134	N 17°38'43" E	21.9'
L135	N 76°17'06" E	47.9'
L136	N 87°54'29" E	189.3'
L137	S 00°36'16" E	19.1'
L138	N 86°37'01" E	318.1'
L139	N 00°00'00" W	44.5'
L140	N 90°00'00" E	56.5'
L141	S 00°00'00" E	30.6'
L142	N 87°54'29" E	30.3'
L143	S 01°09'51" E	6.9'
L144	N 89°18'26" E	62.9'
L145	N 00°47'36" W	17.0'
L146	N 83°40'53" E	198.2'
L147	N 48°17'14" E	153.9'
L148	N 48°17'14" E	117.2'
L149	N 69°24'26" W	126.7'
L150	S 39°09'15" W	9.7'
L151	S 57°16'01" W	30.5'
L152	N 55°49'54" E	195.8'
L153	N 57°12'29" E	90.0'
L154	S 34°56'10" E	1.8'
L155	N 57°27'50" E	113.9'
L156	N 42°52'18" W	1.8'
L157	N 57°12'29" E	101.3'
L158	N 57°20'23" E	77.7'
L159	N 57°20'23" E	140.9'
L160	N 57°17'15" E	93.0'
L161	N 57°16'13" E	292.7'
L162	N 14°19'46" E	42.8'
L163	N 75°31'40" W	103.6'
L164	N 14°21'01" E	6.9'
L165	N 75°39'24" W	224.9'
L166	N 20°45'01" E	205.8'
L167	S 79°53'04" E	29.4'
L168	S 79°47'51" E	29.9'
L169	S 75°49'32" E	31.7'
L170	S 78°18'53" E	61.2'
L171	S 77°23'36" E	35.5'
L172	S 76°48'23" E	32.4'
L173	S 75°23'13" E	69.8'
L174	S 74°39'48" E	45.2'
L175	S 73°21'27" E	70.0'
L176	S 72°43'08" E	55.1'
L177	S 71°45'56" E	52.6'
L178	S 71°40'34" E	38.0'
L179	S 70°45'07" E	55.6'
L180	S 70°00'30" E	82.2'
L181	N 20°35'31" E	20.3'
L182	S 69°24'16" E	15.1'
L183	N 20°45'48" E	110.9'
L184	S 69°04'20" E	50.0'
L185	S 20°45'41" W	9.9'
L186	S 69°20'16" E	100.0'
L187	S 20°45'50" W	20.0'
L188	S 70°14'02" E	530.1'
L189	S 70°10'46" E	20.0'
L190	N 20°55'30" E	110.3'
L191	S 69°04'30" E	50.0'
L192	S 20°55'30" W	9.4'
L193	S 70°10'46" E	340.8'
L194	S 67°38'13" E	32.5'
L195	S 64°18'28" E	10.2'
L196	S 61°58'50" E	20.2'
L197	N 28°01'10" E	10.0'
L198	S 66°04'56" E	36.3'
L199	S 55°52'45" E	80.0'

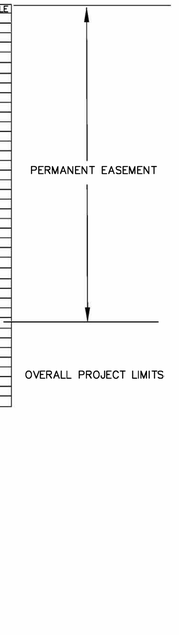
OVERALL PROJECT LIMITS

LINE	BEARING	DISTANCE
L200	S 59°38'33" E	44.6'
L201	N 63°24'21" W	12.7'
L202	N 26°35'39" E	11.1'
L203	S 67°30'17" E	95.3'
L204	S 36°41'58" E	39.7'
L205	S 63°24'21" E	383.0'
L206	N 26°35'39" E	15.1'
L207	S 63°24'21" E	72.1'
L208	S 89°44'35" E	60.4'
L209	S 77°38'07" E	55.2'
L210	S 74°36'01" E	85.0'
L211	S 71°54'38" E	65.3'
L212	S 58°33'11" E	55.3'
L213	S 49°50'40" E	92.0'
L214	S 45°43'14" E	29.7'
L215	S 66°40'31" E	16.6'
L216	N 33°40'01" W	31.2'
L217	S 64°37'32" E	35.0'
L218	S 56°19'35" E	42.4'
L219	S 62°43'13" E	10.3'
L220	S 49°27'54" E	24.7'
L221	S 39°06'04" E	15.0'
L222	S 63°24'21" E	35.5'
L223	S 75°21'14" E	117.8'
L224	N 25°35'59" W	16.0'
L225	S 63°24'21" E	10.3'
L226	S 89°05'27" E	5.4'
L227	S 82°10'38" E	14.2'
L228	S 79°07'51" E	13.5'
L229	S 59°41'51" E	5.3'
L230	S 49°15'00" E	15.4'
L231	S 38°07'49" E	15.1'
L232	S 63°24'21" E	50.3'
L233	S 79°03'08" E	9.6'
L234	N 84°02'45" E	4.1'
L235	N 58°33'11" E	14.1'
L236	N 77°28'05" E	9.6'
L237	S 69°06'52" E	25.8'
L238	S 60°59'55" E	20.2'
L239	S 27°54'08" E	15.0'
L240	S 46°47'30" E	14.8'
L241	S 47°03'27" E	19.3'
L242	S 58°29'14" E	28.5'
L243	S 63°24'21" E	29.1'
L244	S 78°38'19" E	4.9'
L245	S 68°34'29" E	13.2'
L246	S 51°33'51" E	6.4'
L247	S 63°20'57" E	8.0'
L248	S 74°46'33" E	41.4'
L249	S 72°00'25" E	18.8'
L250	N 72°50'38" E	12.3'
L251	S 74°24'50" E	17.3'
L252	S 62°26'42" E	40.5'
L253	S 63°21'59" E	83.2'
L254	N 58°11'24" W	111.1'
L255	N 87°17'27" E	28.0'
L256	N 65°06'38" W	14.5'
L257	S 59°34'28" E	32.1'
L258	S 71°00'34" E	34.8'
L259	S 64°04'18" E	56.4'
L260	N 50°29'46" W	17.4'
L261	S 65°37'17" E	33.9'
L262	N 61°43'13" W	15.5'
L263	N 53°42'08" W	7.6'
L264	S 25°29'36" E	13.8'
L265	N 15°06'51" W	16.2'
L266	S 46°41'41" E	29.1'
L267	S 13°22'37" E	12.0'
L268	S 64°35'13" E	53.6'
L269	S 86°26'55" E	79.4'
L270	S 12°52'34" E	40.0'
L271	S 35°29'22" E	40.0'
L272	N 75°45'20" E	52.9'
L273	N 21°55'56" E	23.0'
L274	N 29°53'17" E	11.2'
L275	S 89°55'37" E	16.0'
L276	S 37°34'57" E	28.2'
L277	S 86°42'15" E	17.9'
L278	S 20°48'02" E	31.3'
L279	S 35°00'43" E	22.2'
L280	S 89°21'54" E	69.0'
L281	S 83°59'08" W	13.5'
L282	N 78°40'01" E	105.1'
L283	S 51°17'20" E	188.0'
L284	S 35°54'21" E	243.5'
L285	N 64°55'10" E	37.3'
L286	S 11°38'57" E	52.4'
L287	N 86°31'08" W	210.0'
L288	N 87°53'04" W	68.8'
L289	N 03°02'09" E	81.6'
L290	N 25°20'01" W	84.7'
L291	N 52°03'24" W	94.5'
L292	N 80°52'27" E	12.5'
L293	S 09°07'38" E	5.0'
L294	S 80°52'22" W	92.5'
L295	S 32°10'53" W	80.6'
L296	N 68°36'19" W	58.8'
L297	N 18°38'38" W	44.2'
L298	N 77°11'17" W	105.4'
L299	N 50°14'33" W	128.2'
L300	N 63°51'51" W	376.0'

OVERALL PROJECT LIMITS

LINE	BEARING	DISTANCE
L301	N 64°20'58" W	141.6'
L302	N 63°24'21" W	149.9'
L303	N 63°51'51" W	150.0'
L304	N 62°05'27" W	52.3'
L305	N 63°24'21" W	472.4'
L306	S 78°38'40" W	31.6'
L307	N 70°15'55" W	108.6'
L308	S 27°21'29" W	112.1'
L309	N 62°35'38" W	153.9'
L310	N 26°35'39" E	80.3'
L311	N 63°24'21" W	466.5'
L312	N 59°38'33" W	47.5'
L313	N 55°52'45" W	88.6'
L314	N 60°28'02" W	52.3'
L315	N 67°51'23" W	33.0'
L316	N 19°47'07" E	15.5'
L317	N 70°10'41" W	336.3'
L318	S 20°55'30" W	85.1'
L319	N 69°04'30" W	49.9'
L320	N 20°41'52" E	49.9'
L321	N 69°11'35" W	151.4'
L322	S 16°55'24" W	5.9'
L323	N 69°34'11" W	16.5'
L324	S 20°39'44" W	10.1'
L325	S 69°39'56" E	79.6'
L326	N 20°20'04" E	20.1'
L327	N 58°04'08" W	14.9'
L328	N 20°32'15" E	21.6'
L329	N 69°04'11" W	56.8'
L330	S 64°42'48" W	41.1'
L331	N 70°10'32" W	270.0'
L332	S 73°10'28" W	53.3'
L333	N 69°20'14" W	49.8'
L334	S 20°47'21" W	84.5'
L335	N 75°36'54" W	174.2'
L336	S 14°19'46" W	42.1'
L337	N 75°44'09" W	125.8'
L338	S 58°29'36" W	192.6'
L339	S 57°17'01" W	213.7'
L340	S 57°17'01" W	242.7'
L341	S 68°21'00" W	33.3'
L342	S 56°26'08" W	145.6'
L343	S 58°28'05" W	182.1'
L344	S 56°23'50" W	57.2'
L345	N 32°28'29" W	3.3'
L346	S 57°18'01" W	22.4'
L347	S 02°00'00" E	13.7'
L348	S 72°31'47" W	87.5'
L349	S 46°36'21" W	82.6'
L350	N 43°08'57" W	58.9'
L351	S 78°17'12" W	125.6'
L352	S 46°31'07" W	93.1'
L353	S 45°45'48" W	195.0'
L354	N 00°39'14" W	128.9'
L355	S 89°20'46" W	50.0'
L356	N 00°39'17" W	39.1'
L357	S 86°21'34" W	287.9'
L358	S 87°08'17" W	196.4'
L359	S 80°18'48" W	28.1'
L360	S 02°11'36" E	11.1'
L361	S 88°01'28" W	45.6'
L362	S 69°56'13" W	18.1'
L363	S 76°38'39" W	12.2'
L364	S 80°47'15" W	17.6'
L365	S 85°21'34" W	17.6'
L366	S 88°09'42" W	98.4'
L367	S 02°11'36" E	23.1'
L368	S 87°44'00" W	80.0'
L369	N 01°36'16" W	115.2'
L370	S 88°25'20" W	140.8'
L371	S 02°18'00" E	111.9'
L372	S 87°21'29" W	59.4'
L373	N 02°38'31" W	132.8'
L374	N 86°37'52" W	71.2'
L375	S 87°21'31" W	229.7'
L376	N 28°35'36" W	14.9'
L377	S 77°11'24" W	44.5'
L378	S 14°51'24" W	23.6'
L379	N 75°08'36" W	36.5'
L380	S 52°58'40" W	36.9'
L381	N 58°08'20" W	29.2'
L382	S 79°17'48" W	29.3'
L383	S 70°02'42" W	129.8'
L384	S 73°32'09" W	114.1'
L385	S 70°04'28" W	240.2'
L386	S 19°57'18" E	10.1'
L387	S 69°33'55" W	145.2'
L388	S 20°25'03" E	6.1'
L389	S 45°14'27" W	43.1'
L390	S 78°08'22" W	56.8'
L391	S 45°14'27" W	112.2'
L392	S 67°10'11" W	87.6'
L393	S 56°51'36" W	20.6'
L394	S 37°45'36" W	88.7'
L395	N 80°24'31" W	42.8'
L396	S 56°51'36" W	97.8'
L397	N 33°08'24" W	85.0'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	513.3'	127'	126.8'	N 85°40'46" W	14°11'18"
C2	246.7'	61'	60.8'	S 85°38'16" E	14°06'19"
C3	171.7'	56'	55.4'	S 78°01'53" W	18°33'23"
C4	198.3'	62'	61.5'	N 77°40'38" E	17°50'50"
C5	1,185.7'	445'	442.0'	S 77°17'09" W	21°29'04"
C6	1,184.0'	188'	187.4'	S 61°48'17" W	9°04'33"
C7	254.5'	406'	364.4'	N 48°35'43" W	91°27'06"
C8	225.5'	360'	322.9'	S 48°35'43" E	91°27'06"
C9	316.7'	106'	105.8'	S 83°37'13" E	19°13'35"
C10	368.5'	92'	91.7'	N 63°01'45" W	14°18'01"
C11	32.0'	38'	35.4'	N 06°43'37" W	67°05'17"
C12	450.5'	144'	143.7'	N 58°25'03" W	18°21'01"
C13	349.5'	164'	162.9'	N 63°42'55" W	26°56'44"
C14	349.5'	36'	35.2'	N 80°09'22" W	5°56'10"
C15	340.9'	87'	86.9'	N 84°26'26" E	14°38'49"
C16	341.5'	26'	25.9'	S 80°18'25" W	4°21'13"
C17	458.5'	399'	386.2'	S 76°57'48" E	49°48'48"
C18	620.2'	79'	79.3'	N 58°00'00" W	7°19'50"
C19	339.3'	234'	229.8'	N 81°10'57" W	39°35'33"
C20	469.5'	120'	120.0'	N 85°21'27" W	14°41'13"
C21	468.5'	221'	218.8'	N 63°42'55" W	26°56'44"
C22	328.5'	82'	81.8'	S 63°01'45" E	14°18'01"
C23	283.2'	92'	91.9'	N 83°53'52" W	18°40'15"
C24	187.7'	30'	29.8'	S 73°28'30" W	9°08'04"
C25	185.7'	31'	30.5'	S 82°17'36" W	9°25'32"
C26	1,216.0'	267'	266.5'	N 63°33'30" E	12°34'58"
C27	1,214.3'	389'	387.2'	N 78°51'19" E	18°20'45"
C28	171.7'	53'	53.3'	N 77°40'56" E	17°50'50"
C29	198.3'	64'	64.0'	S 78°01'53" W	18°33'23"
C30	273.3'	67'	67.1'	S 85°38'16" E	14°06'19"
C31	486.7'	121'	120.2'	N 85°40'46" W	14°11'18"
C99	1,177.0'	173'	172.5'	S 61°28'09" W	8°24'17"
CC100	349.5'	14'	13.9'	S 74°26'18" E	2°17'08"
CC102	343.4'	12'	11.7'	N 78°07'11" E	1°57'09"
CC103	458.5'	399'	386.2'	N 76°57'48" W	49°48'48"
CC104	620.2'	79'	79.3'	N 58°00'00" W	7°19'50"
CC105	339.3'	234'	229.8'	S 81°10'57" E	39°35'33"
CC106	474.5'	70'	70.1'	S 81°25'33" E	8°28'53"
CC107	474.5'	223'	221.1'	S 63°42'55" E	26°56'44"
CC108	1,224.0'	213'	212.4'	S 62°14'44" W	9°57'26"



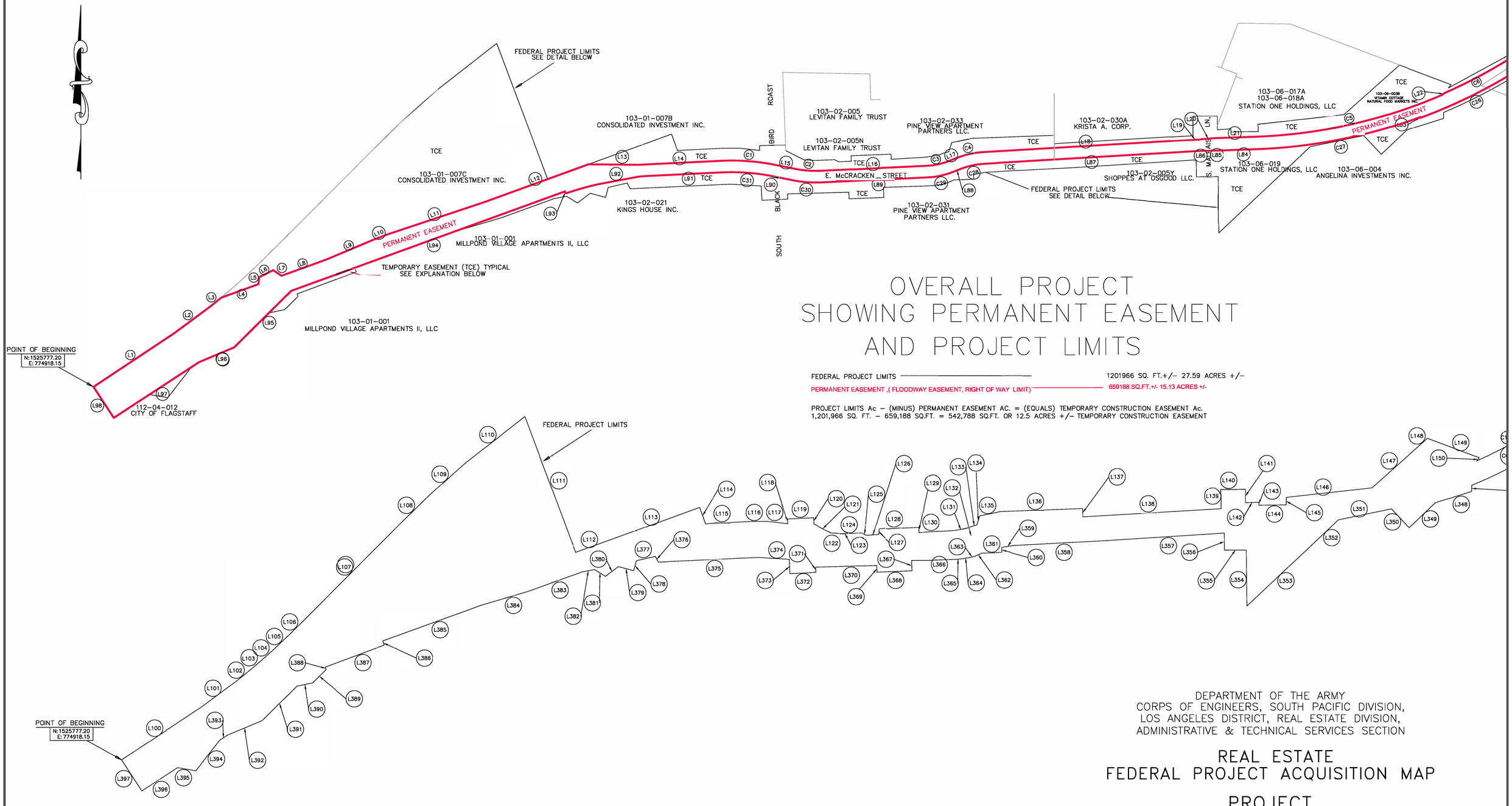
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION

REAL ESTATE
FEDERAL PROJECT ACQUISITION MAP

PROJECT
RIO DE FLAG CHANNEL
FLAGSTAFF, COCONINO COUNTY, ARIZONA

5 APRIL 2021 PROJECT :1109-00-01 PRELIMINARY

Exhibit B - Acquisition Map



OVERALL PROJECT SHOWING PERMANENT EASEMENT AND PROJECT LIMITS

FEDERAL PROJECT LIMITS ——————————— 1201966 SQ. FT.+/- 27.59 ACRES +/-

PERMANENT EASEMENT ,(FLOODWAY EASEMENT, RIGHT OF WAY LIMIT) ——————— 659188 SQ.FT.+/- 15.13 ACRES +/-

PROJECT LIMITS Ac – (MINUS) PERMANENT EASEMENT AC. = (EQUALS) TEMPORARY CONSTRUCTION EASEMENT Ac.
1,201,966 SQ. FT. – 659,188 SQ.FT. = 542,788 SQ.FT. OR 12.5 ACRES +/– TEMPORARY CONSTRUCTION EASEMENT

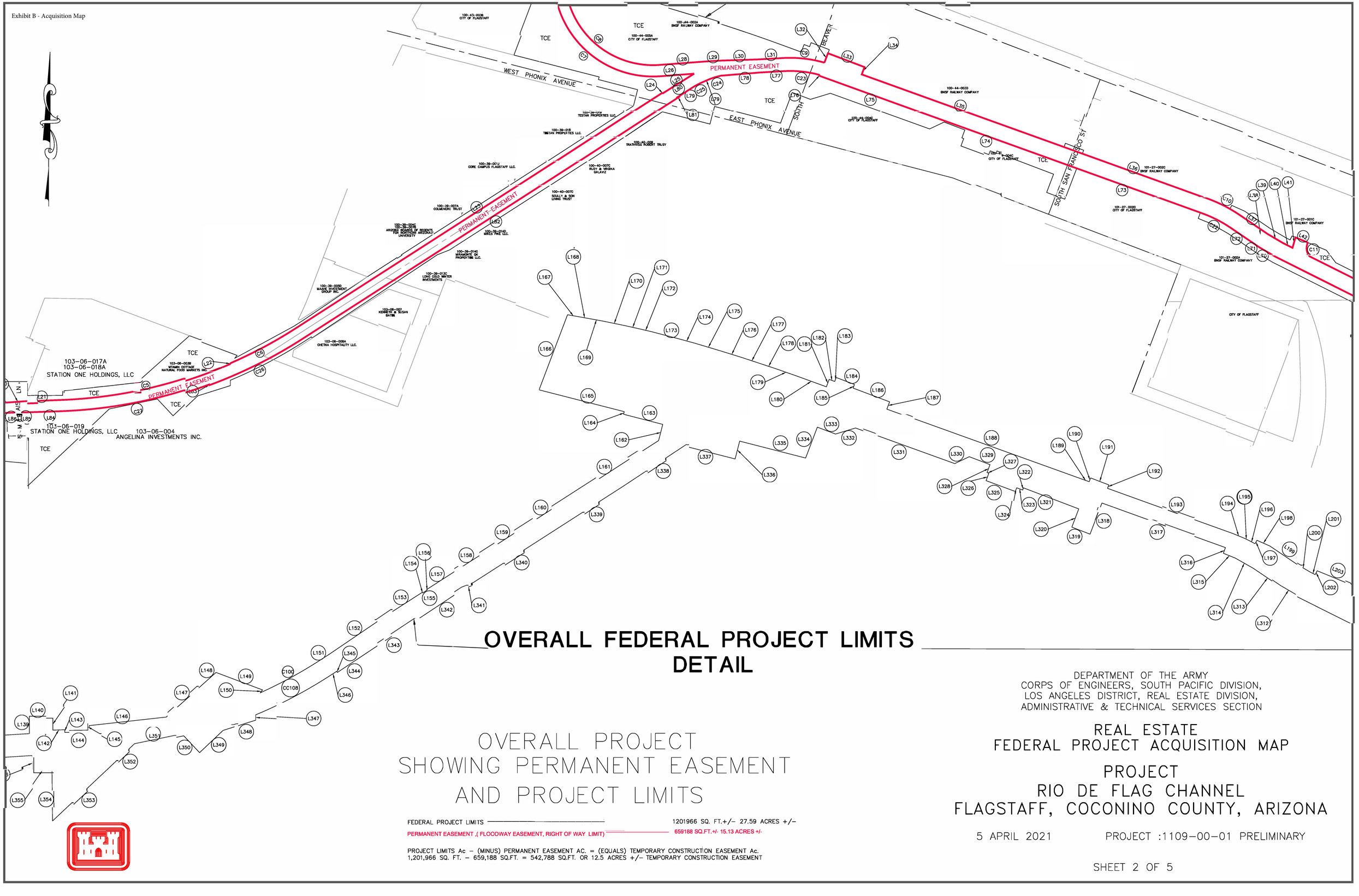
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION

REAL ESTATE
FEDERAL PROJECT ACQUISITION MAP

PROJECT
RIO DE FLAG CHANNEL
FLAGSTAFF, COCONINO COUNTY, ARIZONA

5 APRIL 2021 PROJECT :1109-00-01 PRELIMINARY

Exhibit B - Acquisition Map



OVERALL FEDERAL PROJECT LIMITS DETAIL

OVERALL PROJECT SHOWING PERMANENT EASEMENT AND PROJECT LIMITS

FEDERAL PROJECT LIMITS ——————————— 1201966 SQ. FT.+/– 27.59 ACRES +/–

PERMANENT EASEMENT ,(FLOODWAY EASEMENT, RIGHT OF WAY LIMIT) ——————— 659188 SQ.FT.+/- 15.13 ACRES +/-

PROJECT LIMITS Ac – (MINUS) PERMANENT EASEMENT AC. = (EQUALS) TEMPORARY CONSTRUCTION EASEMENT Ac.
1,201,966 SQ. FT. – 659,188 SQ.FT. = 542,788 SQ.FT. OR 12.5 ACRES +/– TEMPORARY CONSTRUCTION EASEMENT

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION

REAL ESTATE
FEDERAL PROJECT ACQUISITION MAP

PROJECT
RIO DE FLAG CHANNEL
FLAGSTAFF, COCONINO COUNTY, ARIZONA

5 APRIL 2021 PROJECT :1109–00–01 PRELIMINARY

Exhibit B - Acquisition Map

OVERALL PROJECT SHOWING PERMANENT EASEMENT AND PROJECT LIMITS

FEDERAL PROJECT LIMITS ——————————— 1201966 SQ. FT.+/– 27.59 ACRES +/–

PERMANENT EASEMENT ,(FLOODWAY EASEMENT, RIGHT OF WAY LIMIT) ——————— 659188 SQ.FT.+/- 15.13 ACRES +/-

PROJECT LIMITS Ac – (MINUS) PERMANENT EASEMENT AC. = (EQUALS) TEMPORARY CONSTRUCTION EASEMENT Ac.
1,201,966 SQ. FT. – 659,188 SQ.FT. = 542,788 SQ.FT. OR 12.5 ACRES +/– TEMPORARY CONSTRUCTION EASEMENT

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION

REAL ESTATE
FEDERAL PROJECT ACQUISITION MAP

PROJECT
RIO DE FLAG CHANNEL
FLAGSTAFF, COCONINO COUNTY, ARIZONA

5 APRIL 2021 PROJECT :1109–00–01 PRELIMINARY

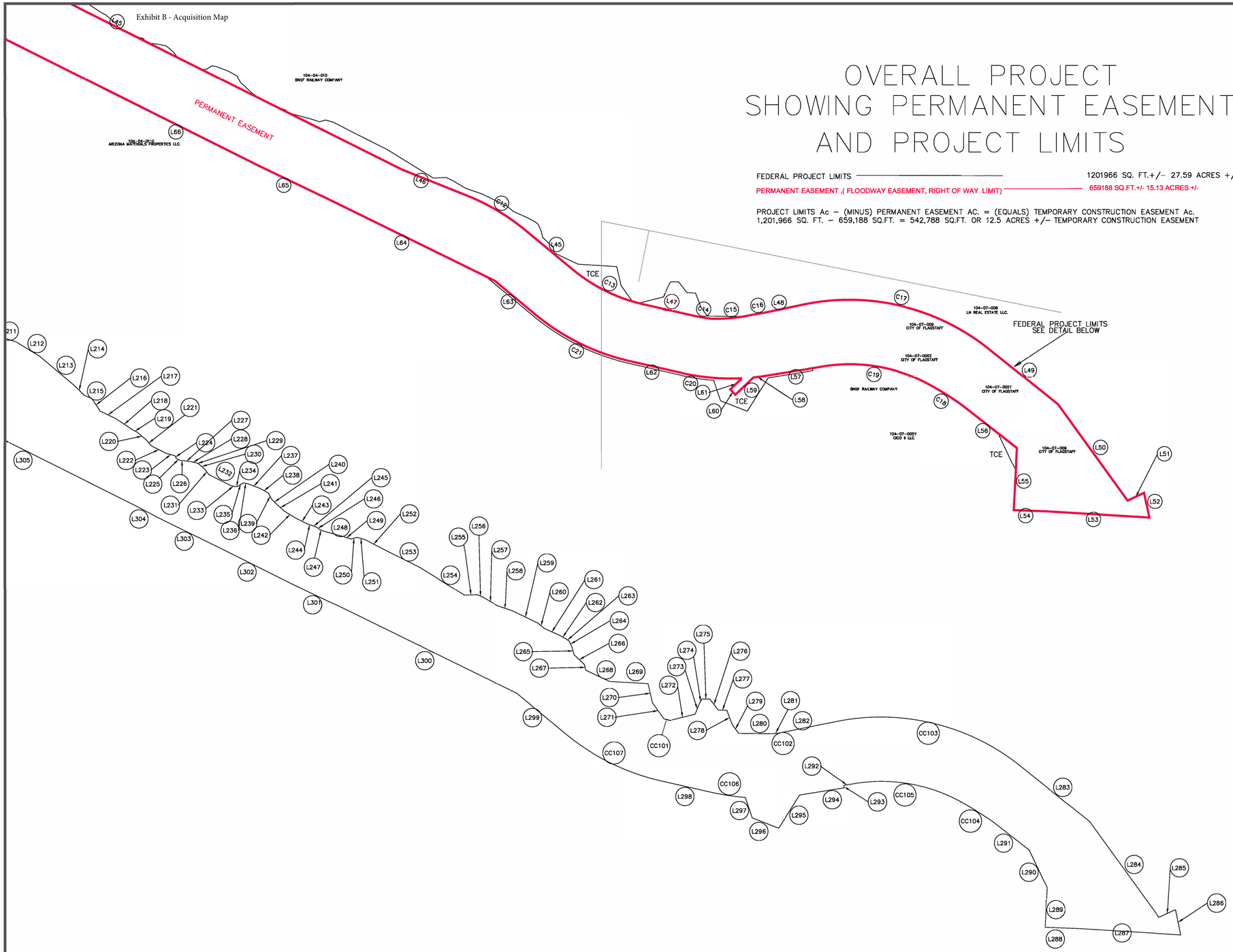
Exhibit B - Acquisition Map

OVERALL PROJECT
SHOWING PERMANENT EASEMENT
AND PROJECT LIMITS

FEDERAL PROJECT LIMITS ——————————— 1201966 SQ. FT.+/– 27.59 ACRES +/–

PERMANENT EASEMENT ,(FLOODWAY EASEMENT, RIGHT OF WAY LIMIT) ——————— 659188 SQ.FT.+/- 15.13 ACRES +/-

PROJECT LIMITS Ac – (MINUS) PERMANENT EASEMENT AC. = (EQUALS) TEMPORARY CONSTRUCTION EASEMENT Ac.
1,201,966 SQ. FT. – 659,188 SQ.FT. = 542,788 SQ.FT. OR 12.5 ACRES +/– TEMPORARY CONSTRUCTION EASEMENT



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
ADMINISTRATIVE & TECHNICAL SERVICES SECTION

REAL ESTATE
FEDERAL PROJECT ACQUISITION MAP

PROJECT
RIO DE FLAG CHANNEL
FLAGSTAFF, COCONINO COUNTY, ARIZONA

5 APRIL 2021 PROJECT :1109–00–01 PRELIMINARY

8. CHANNEL IMPROVEMENT EASEMENT.
A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Schedule A) (Tracts Nos. __ . __ and __) for the purposes as authorized by the Act of Congress approved _____, including the right to clear. cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom: to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material: and for such other purposes as may be required in connection with said work of improvement; reserving. However, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired: subject, however, to existing easements far public roads and highways, public utilities, railroads and pipelines.

11. ROAD EASEMENT.
A (perpetual [exclusive] [non-exclusive] and assignable) (temporary) easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. __ , __ and ____) for the location, construction, operation, maintenance, alteration replacement of (a) road(s) and appurtenances thereto: together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving. however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as
access to their adjoining land at the locations indicated in Schedule B); 11 subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

15. TEMPORARY WORK AREA EASEMENT.
A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. ____, ____ and ____), for a period not to exceed _____ , beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the _____ Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving. however. to the land owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired: subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

Ms. Christine Cameron
City of Flagstaff
211 W. Aspen Avenue
Flagstaff. AZ 86001 ("Client")

June 14, 2021
Job # 04473

RE: Rio De Flag
Additional Services Change Order #15

Dear Ms. Cameron:

SWI has been asked to revise the legal descriptions for the project after receiving revised easement linework for Phase 1 and direction from the Army Corps real estate team. It is estimated that Phase 1 will be broken up into four real estate packages to be submitted to the Corps for review and approval. Phase 1 is estimated to take approximately 5 to 6 months to complete (November 2021), and Phase 2 is estimated to take approximately 5 months to complete (February 2022). Please provide a change order for the additional services listed below.

1.0 SCOPE OF SERVICES, ADDITIONAL

We propose to provide the following:

Item No.	Description	Fee
1.	**Revised Schedule B Exhibits (Phase 1):** Revise supporting exhibits for each of the affected parcels within the project limits of Phase 1 to reflect the provided easement linework. It is assumed that new title reports for each parcel will not be ordered and no additional review of the Schedule B items is required. Phase 1 consist of 46 parcels.	**$6,100**
2.	**Legal Description Revisions (Phase 1 & Phase 2):** Easement linework from the Army Corps will be utilized for the revisions to the legal descriptions for the overall project channel easement and temporary construction easement for each of the affected parcels within the project limits of Phase 1 and Phase 2. New separate legal descriptions will be prepared for the utility easements and any areas located within public right-of-way. It is assumed that City-owned utilities can remain within the overall project channel easement, and the Army Corps will revise the O&M Manual for maintenance of City utilities located within the overall project channel easement. Phase 1 will include 59 revised legal descriptions and 57 new legal descriptions. The Corps has not provided the revised easement linework for Phase 2; therefore, it is assumed that Phase 2 will include 15 new legal descriptions for easements located within right-of-way and City-owned parcels.	**$66,500**

3. USACE Segment Maps (Phase 1): **$8,600**

Revise the Phase 1 segments maps to be submitted to USACE and to accompany the legal description package. It is assumed that the direction that the Army Corps provided for the previous deliverable will not change for this effort.

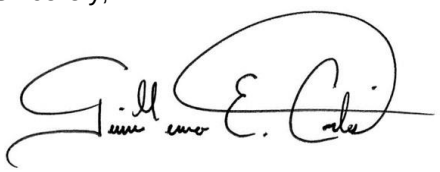
4. Meetings & Coordination: **$16,300**

This item includes meetings with City staff, the Army Corps, and their consultant Tetra Tech to coordinate real estate deliverables.

ASWO#15 DESIGN TOTAL: **$97,500**

Your signature below will serve as your acceptance of this Work Order, pursuant to the terms and conditions of the original contract. Feel free to call if you have any questions or concerns.

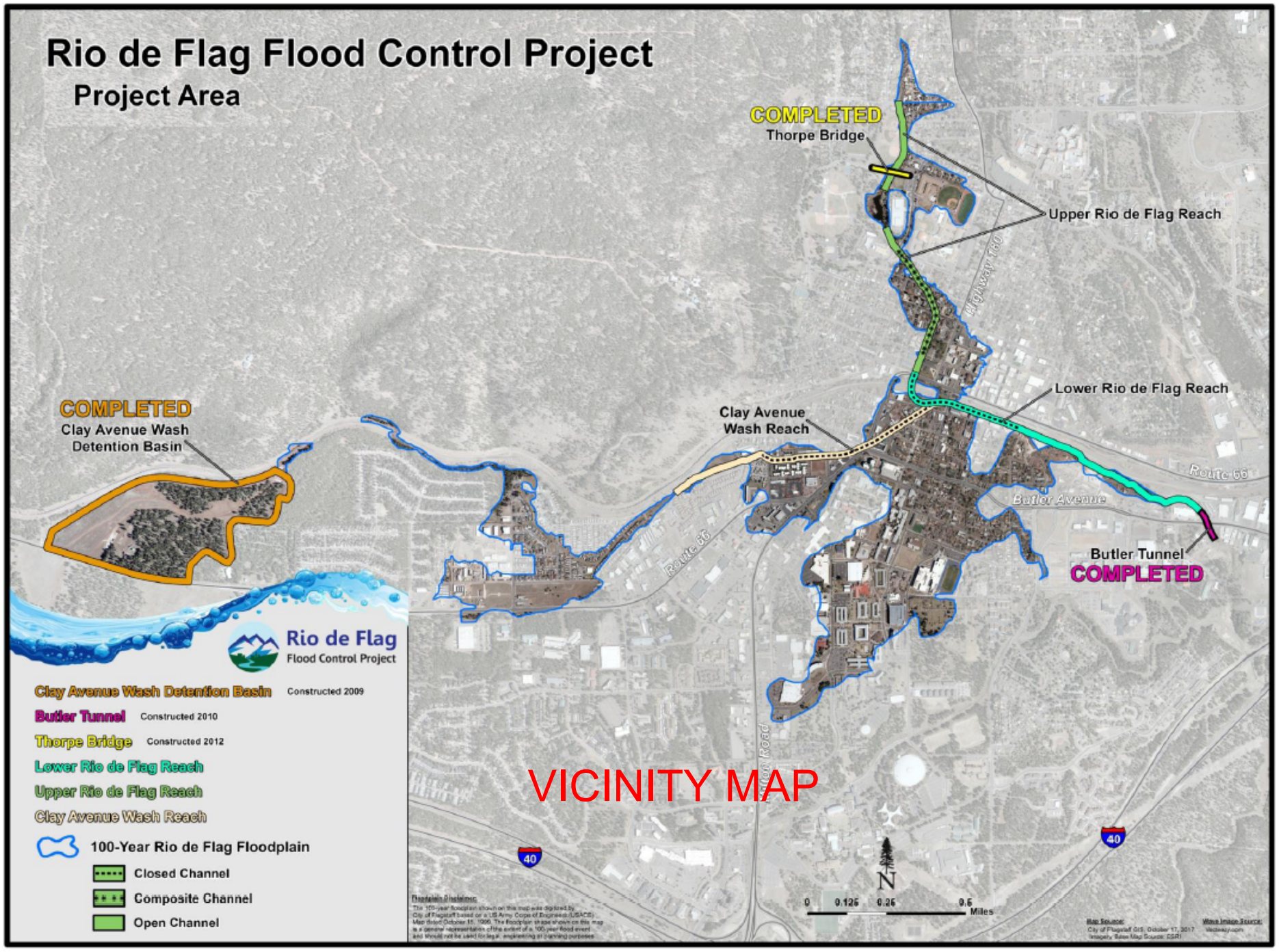
Sincerely,



Guillermo E. Cortes, P.E. Accepted: _____ Date: _____
Vice President

Rio de Flag Flood Control Project

Project Area



City of Flagstaff

Rio de Flag Flood Control Project

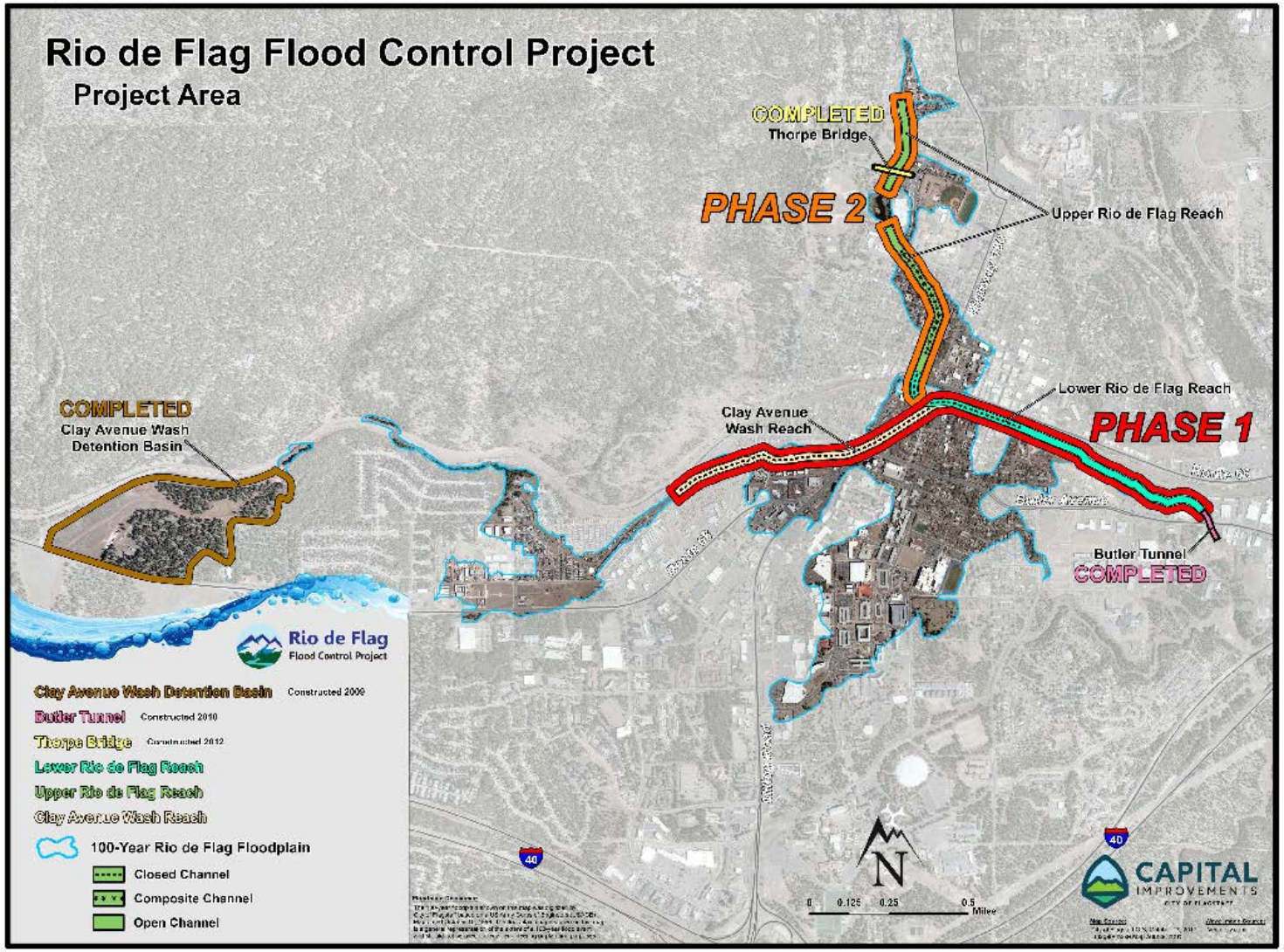
Change Order No. 15

July 6, 2021

TEAM FLAGSTAFF

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CHANGE ORDER NO. 15



CHANGE ORDER NO. 15

History of Design Services with Shephard Wesnitzer, Inc.

- Original Design Services Contract, **2005**
- Contract Modifications, **2005 to 2009**
  - No Council Action, City Manager's CO Authority and Staff's CA Authority
- Change Order No. 4, **2009**
- Additional Contract Modifications, **2009 to 2020**
  - No Council Action, City Manager's CO Authority and Staff's CA Authority
- Change Order No. 13, **March 2020**
- Change Order No. 14, **December 2020**

CHANGE ORDER NO. 15

History of Design Services with Shephard Wesnitzer, Inc.

- July 6, 2021, Council consideration of Change Order No. 15
  - **Change Order No. 15 –** added tasks, supplemental legal description services, revised documents to support the Schedule B Maps and Segment Maps.
    - **$97,500 with 235 days**
  - City responsible for acquiring the property rights necessary for the U.S. Army Corps of Engineers to certify the real estate for construction based on the lands, easements, rights-of-way, relocations and disposal site for the Flood Control Project.

CHANGE ORDER NO. 15

History of Design Services with Shephard Wesnitzer, Inc.

- **Change Order No. 15**:
  - Scope has been reviewed by staff and endorsed by USACE
  - On June 17, 2021, the Change Order Committee reviewed and approved with a recommendation to be forwarded to the Council for final approval

CHANGE ORDER NO. 15

TEAM FLAGSTAFF
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Questions

Project Update

- Project Design
- US Army Corps of Engineers (USACE)
- Real Estate

Project Design

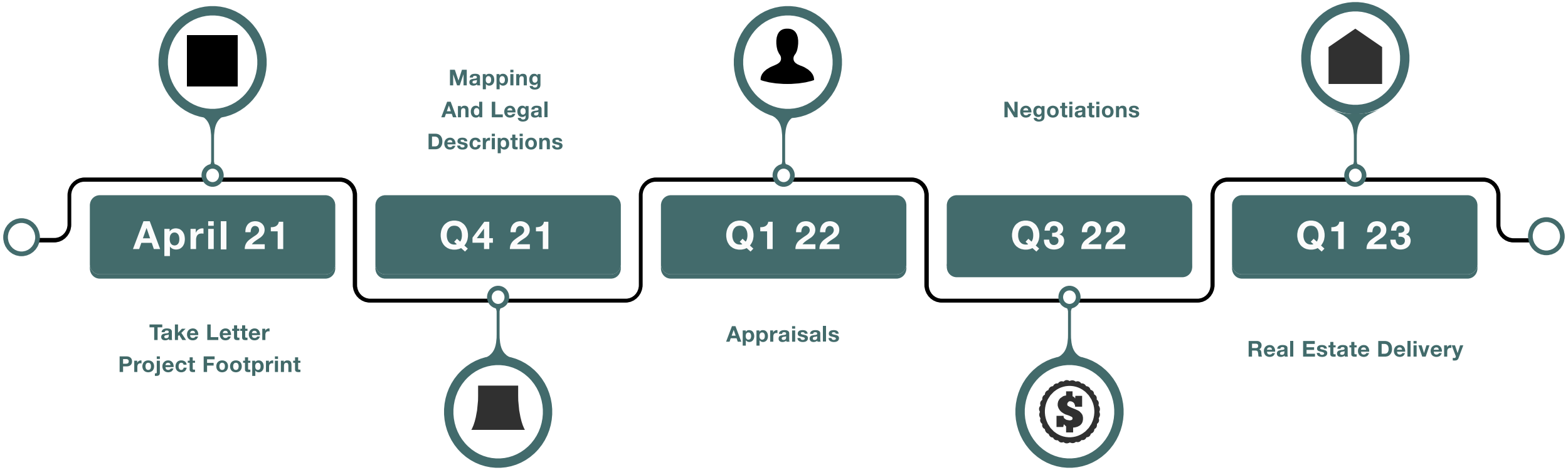
- **USACE**
  - Provided limits of property acquisition related to construction.
  - City design team is working to verify the property acquisition.
- **USACE and City drainage design**
  - Consultants are coordinating and finalizing the drainage design.
- **Composite Channel Design**
  - City consultant has provided 60% plans.

USACE

- **April 7th and 8th meeting with Brigadier General Owen and Colonel Balten**
  - Included a project field tour and meeting.
  - Met with BNSF staff to discuss project mitigation requirements.
- **June 30th executive meeting with City Staff**
  - Continue project discussions and strategies.
- **Design bi-weekly meetings**
  - City and USACE staff meet to discuss details on the final design.

Real Estate

- Dates reflect delivery of all property needed for Phase 1 of the project
- Revised Project Footprint requires 59 revised legal descriptions and 57 new legal descriptions
- Acquisitions will occur on a rolling basis as based on project sheets
- First acquisitions expected to close Q1 22



CONCLUSION

- **ADOT Rio de Flag Bridge**
  - ADOT will continue to implement lane closures with traffic control for the rest of the project until final completion, Oct. 31, 2021.
  - ADOT opened the B-40 Bridge to traffic over the Rio de Flag on June 17th, 2021
  - Crews will remain onsite to finish installing bridge barriers, sidewalks, replace a raised median and over-excavate rock to accommodate the future Rio de Flag project.

QUESTIONS

7. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	06/14/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Arizona Department of Transportation Milton Road Underpass/BNSF Railway Bridge Replacement Concept Analysis Phase II - Award of Design Phase Services Cooperative Purchase Contract to WSP USA, Inc., for a feasibility study, in an amount not to exceed $149,614.00, under a City of Tucson cooperative purchasing agreement (#181820-01).

STAFF RECOMMENDED ACTION:

1. Award the Design Phase Services Cooperative Purchase Contract to WSP USA, Inc. (WSP), for a feasibility study, in an amount not to exceed $149,614.00, with a 270 calendar-day contract period; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Design Phase Services Cooperative Purchase Contract to WSP will authorize an agreement for investigation of the Milton Underpass/BNSF bridge reconstruction feasibility.
- An additional rail track is a BNSF Railway (BNSF) mitigation requirement for the Rio de Flag Flood Control Project and due to the proximity of the underpass, the new track will require a new or additional bridge structure.
- WSP will investigate the bridge reconstruction feasibility with this contract.
- WSP has been procured under the active City of Tucson Cooperative Purchasing Agreement (contract: 181820-01). The City of Flagstaff is eligible to participate in the use of this contract.
- WSP is currently working on Phase I of this analysis, which is due to be completed in August 2021.

Financial Impact:

The Cooperative Purchase Contract will be funded by the Rio de Flag Flood Control Stormwater Capital Improvements FY 2021-2022 account budget of $2,354,208. Account (206-08-385-3454-0).

Policy Impact:

No Impact.

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

Council Goal 2017 – 2019 Transportation and Other Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.
Council Goal 2017 - 2019 Environmental and Natural Resources - Actively manage and protect all environmental and natural resources.
Regional Plan - Policy WR5 - Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Team Flagstaff Strategic Plan - Foster a Resilient and Economically Prosperous City: Deliver outstanding services through a healthy environment, resources and infrastructure.

Has There Been Previous Council Decision on This:

The Rio de Flag Flood Control Project has been presented to City Council for various actions and decisions over the course of the project, including the City of Flagstaff/US Army Corps of Engineers Project Cooperation Agreement (PCA), engineering consultant services agreements, approval of fiscal year budgets, and Project updates. There has not been any past Council decision on reconstruction of the Milton Underpass/BNSF Bridge.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract to WSP in an amount not to exceed $149,614.00, as recommended, under the City of Tucson cooperative purchasing agreement (#181820-01). Approval will allow WSP to investigate feasibility of the bridge reconstruction; or
2. Reject the award and provide additional direction to staff.

Background/History:

The Rio de Flag Flood Control Project has been under development as a cooperative project between the City of Flagstaff and the US Army Corps of Engineers since the early 2000s. The goal of the project is to remove the 100-year floodplain from the center of town, which will reduce flooding impacts in our community and improve citizen's quality of life and safety. The project has undergone extensive design, value engineering, and reporting efforts. Several of the project components have been constructed and are complete, including the Clay Wash Detention Basin, the Thorpe Bridge, and the Butler Tunnel.

The project design is currently going through review with BNSF for project approval and to develop the Construction and Maintenance Agreement. BNSF has provided the City with a list of requirements to mitigate operational impacts to their service during construction. One of the main requirements is a passing siding track to keep rail capacity at its current levels and to provide an alternate track while work is occurring on the existing alignment. Due to the proximity of the Rio project to the bridge, this will require an additional bridge or reconstructed bridge over Milton Road.

Purchasing staff reviewed the cooperative purchase agreement from Tucson to confirm validity of the terms and similar scope. The use of this cooperative purchase agreement conforms with City procurement rules. Purchasing staff worked with WSP to develop the City of Flagstaff Cooperative Purchase Contract.

Key Considerations:

The City of Flagstaff and the US Army Corps of Engineers executed the joint Project Cooperation Agreement (PCA) in 2004 for the Rio de Flag Flood Control Project. One of the primary responsibilities of the PCA is that the City must provide a construction corridor to the Army Corps' contractor and that includes areas of private BNSF property.

In order for BNSF to approve the use of their land, they require certain design standards for the project, maintenance commitments, compensation for property, and mitigations to operational impacts. BNSF

has reviewed the draft 100% plans and has provided their draft mitigation measures, which include stand-by equipment during construction, implementation of a community rail safety plan, compensation for real estate, Amtrak passenger accommodations during construction, and 6.5 miles of passing siding.

Due to the location of the Rio project in proximity to the Milton Bridge, the existing two-track bridge will need to be reconstructed to accommodate the third rail line for the passing siding. This passing siding is also critical in BNSF's approval to deliver our other local projects in this area, including the Florence to Walnut Pedestrian Underpass in the La Plaza Vieja neighborhood, the pedestrian tunnel designed to be connected to the Rio floodway undercrossing of the tracks, and the Lone Tree Overpass.

In 2020, BNSF presented a concept for a new bridge located to the south of the existing Milton Bridge. This location was unfavorable to the City due to private property impacts and that it could not accommodate the critical bike/pedestrian underpasses. The team is now looking at a bridge structure to the north of the existing Milton Bridge. This location has less impact to local private property owners and provides a construction solution to the two bike/pedestrian rail underpasses we have had planned for the community.

The City executed a contract with WSP in April 2021 to develop Phase I of the north bridge concept, which includes basic elevation of the rail, roadway, and the bridge height clearance requirements. The bridge height is currently at 13' 9", which is under the State's required standard of 16' 6". The new Rio de Flag ADOT bridge currently under construction is being regarded as a set point to avoid reconstruction of that new facility. Upon determination of feasibility of the general grade alignments, Phase II will further refine the design to include intersection tie-ins, utility relocations, BNSF phasing concepts for construction, and preliminary cost estimates. Although Phase I is not complete, work to date indicates that there is a path forward to continue investigation for a feasible design.

The cost of delivering local projects and funding the BNSF mitigation requirements exceeds the City's financial capacity. The City has entered into a group effort including Metro Plan, Mountain Line, BNSF Railway, and the County to seek a RAISE planning grant to fund the preliminary planning, NEPA requirements, and cost estimating for the overall BNSF mitigation measures. This planning grant will provide the necessary application documents for a future full design and construction grant.

Expanded Financial Considerations:

The Cooperative Purchase Contract will be funded by the Rio de Flag Flood Control Project Stormwater Capital Improvement account budget of $2,354,208 for FY 2021-2022. Account #206-08-385-3454-0.This account is being funded by Stormwater fees for Stormwater Capital projects.

Community Benefits and Considerations:

This effort will identify solutions to satisfying BNSF mitigation measure requirements so that local projects can be delivered. As described above, our local projects provide flood mitigation, additional protected pedestrian and bicycle pathways, and an overpass for the community that spans the BNSF corridor and the future Rio de Flag channel which will enhance traffic circulation.

Community Involvement:

The Rio de Flag Flood Control Project has been included as a major element of the City's Capital program and budget since 2004. The project has also been presented through numerous Council Work Sessions, Council contract awards, Friends of the Rio meetings, Project Public Meetings, Cityscape articles, and Arizona Daily Sun articles.

The City has established a Rio de Flag webpage on the City of Flagstaff site that covers project design, updates, and exhibits to inform the public on the scope and goals of the project.

Expanded Options and Alternatives:

1. Approve the Cooperative Purchasing Contract to WSP, in an amount not to exceed $149,614.00, as recommended. Approval will allow WSP to investigate feasibility of the bridge reconstruction; or
2. Reject the award and provide additional direction to staff.

Attachments:

Presentation
Context Map
Vicinity Map
Contract
Contract - Exhibit A
Contract - Exhibit B

City of Flagstaff

Milton Road Underpass – BNSF Railway Bridge

July 6, 2021

TEAM FLAGSTAFF

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AGENDA

- Local Projects Overview
- BNSF Railway Mitigation
- South Bridge Concept
- North Bridge Concept
- RAISE Grant
- Schedule

Downtown Mile – Local Projects

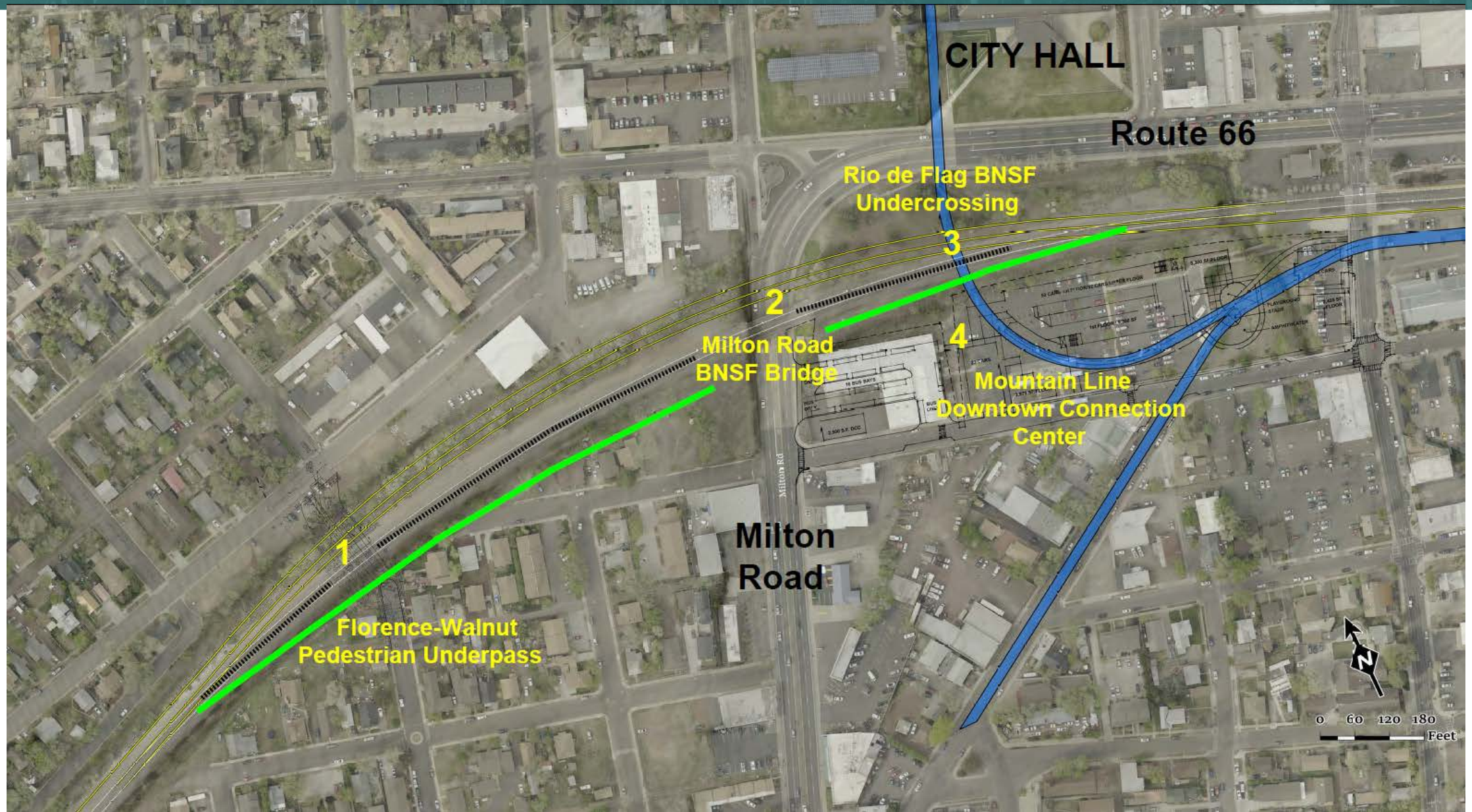
TEAM FLAGSTAFF
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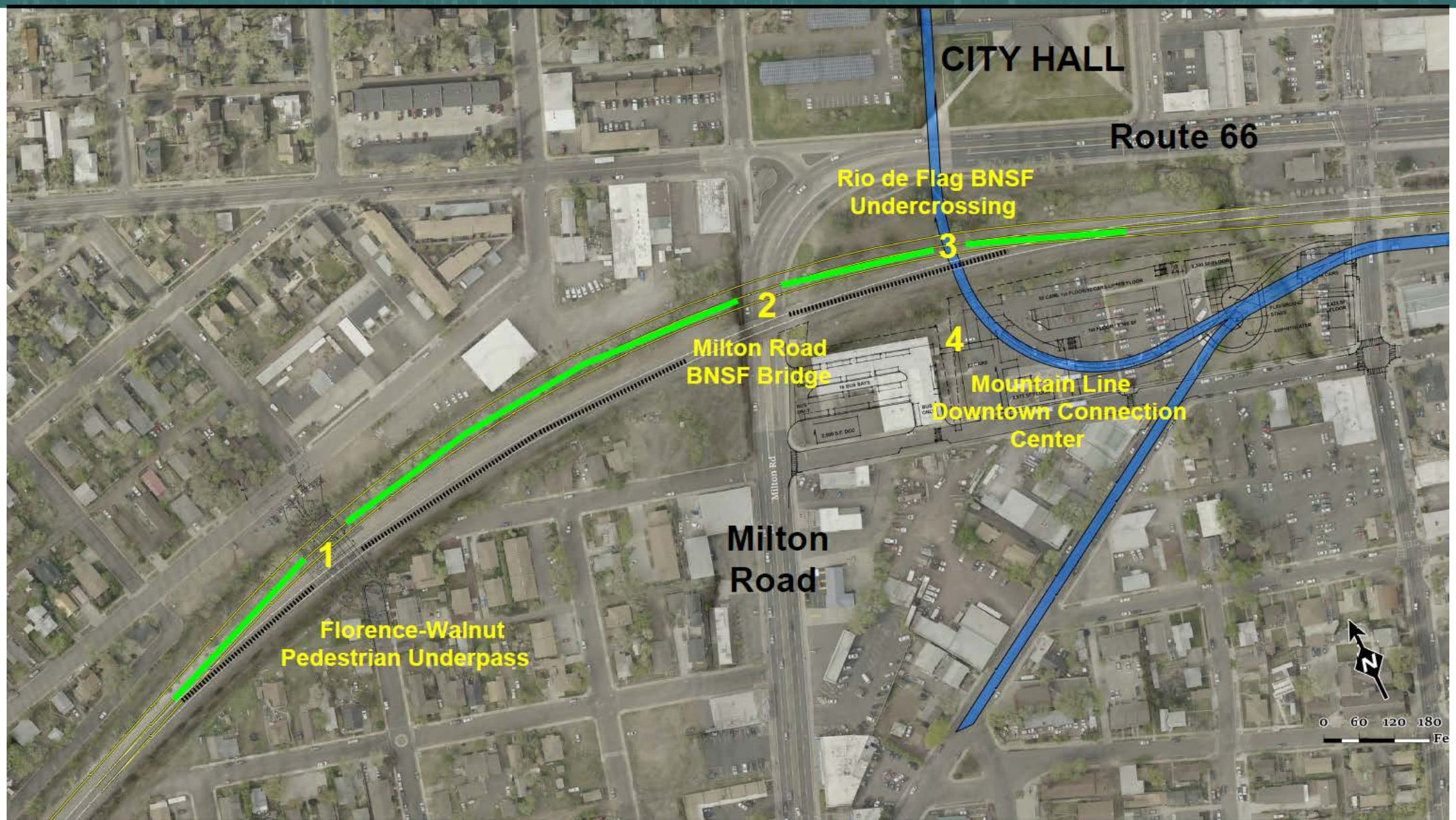
BNSF Railway Mitigation

- **Passing Siding** – Keeps rail capacity at current levels. Provides alternate rail in case of construction issues.
  - Proximity of Rio de Flag to Milton Bridge will require bridge reconstruction for additional track.
  - Becomes future third main track through the region.
- **Temporary Amtrak Platform** – If needed during construction.
- **Community Rail Safety Plan –** To include engineering, enforcement, and educational components.
- **Right of Way Acquisition**

South Bridge Concept



North Bridge Concept



RAISE Grant

- **Planning Grant** – Funds preliminary design, construction phasing, NEPA compliance, benefit cost analysis.
- Includes **Flagstaff local projects** and **BNSF mitigation items**.
- **Merit criteria** –

Safety	State of Good Repair
Environmental Sustainability	Quality of Life
Economic Competitiveness	Innovation
Partnership	

Schedule

- **Milton Underpass/BNSF Bridge Concept**
  - **Phase I** – Preliminary vertical and horizontal line work and concept bridge type due **August 2021**.
  - **Phase II** – Refined concept, intersection connections, construction phasing, utility relocations, cost estimate due **November 2021**.

- **RAISE Planning Grant** application due **July 12, 2021** with notification of award **November 2021**.

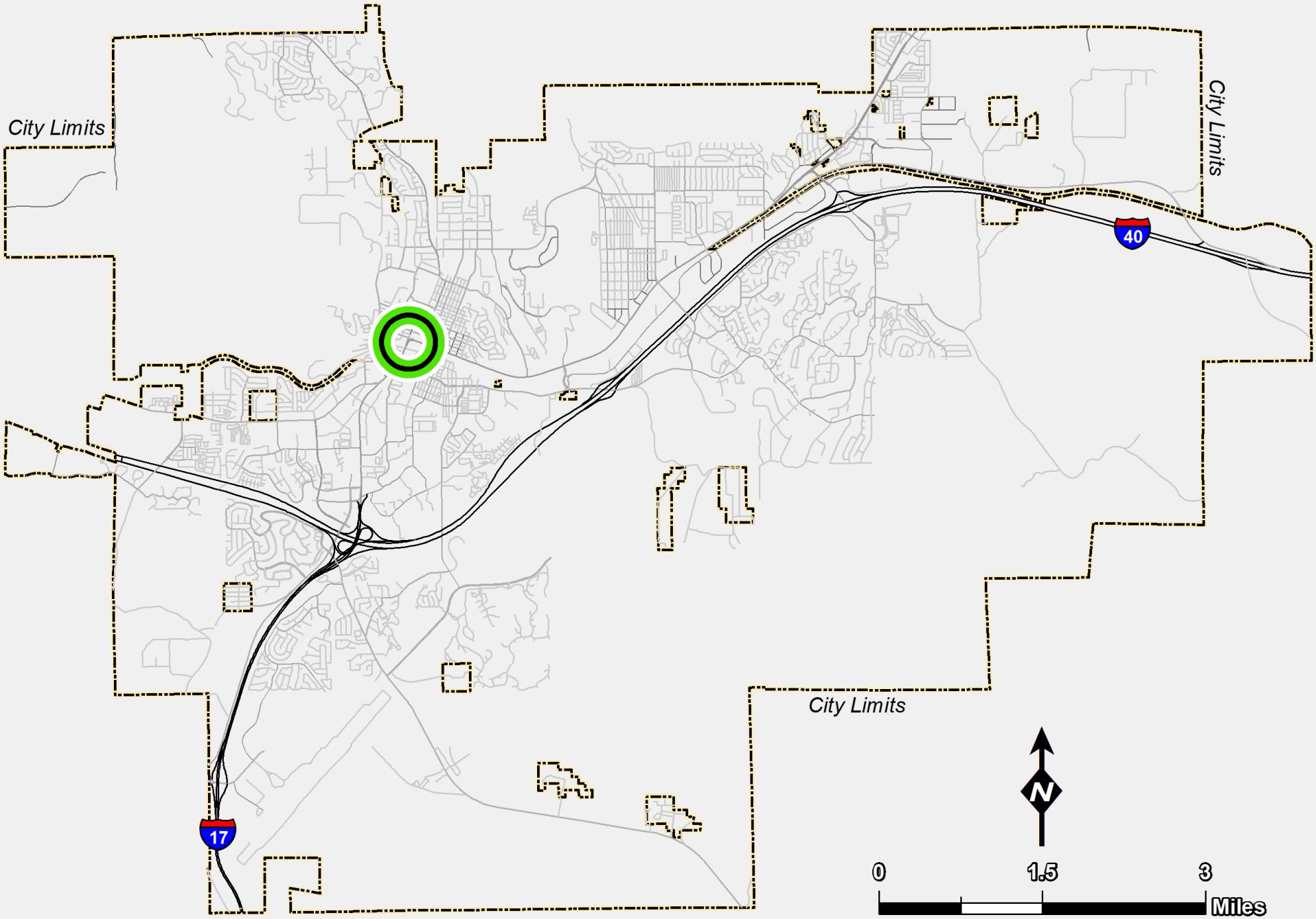
Comments and Questions

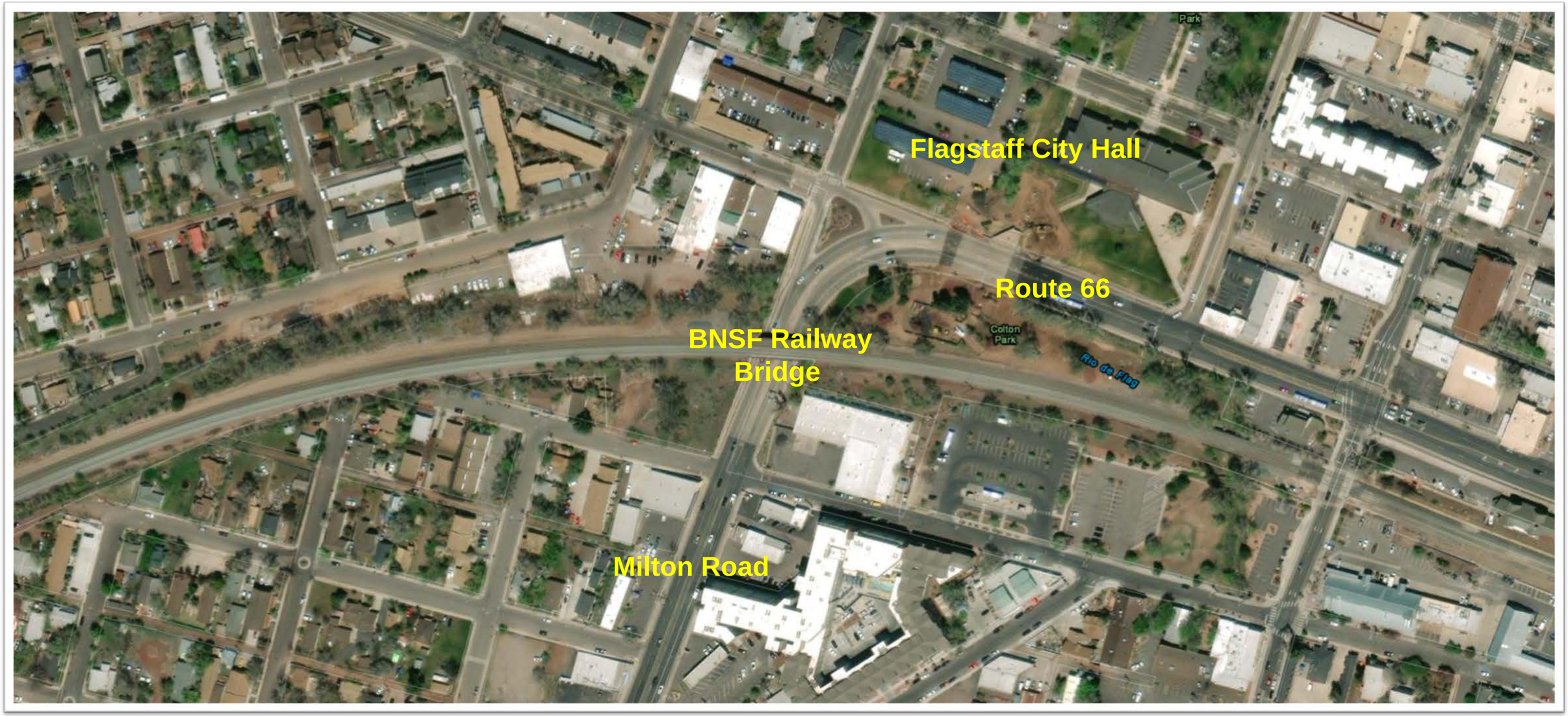
Christine Cameron

ccameron@flagstaffaz.gov

928-213-2682

ADOT Milton Road Underpass - BNSF Railway Bridge





ADOT Milton Road Underpass/BNSF Railway Bridge

Reconstruction Concept Project Area

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-03

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 WSP USA, Inc., a New York Corporation, ("Contractor").

RECITALS:

A. Contractor has a Contract for Professional Services (Contract No. 181820-01) with the City of Tucson to supply materials and/or services for On-Call Engineering 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. The following is a general description of materials and or services being purchased:

Milton Road Feasibility Study - Phase 2

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Exhibit A – Scope of Work* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and/or services provided not to exceed one hundred forty-nine thousand six hundred fourteen dollars and zero cents **($149,614.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

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 – Agency Contract* 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
Scope of Work

Scope of Work and Pricing Schedule on the following pages

EXHIBIT B
AGENCY CONTRACT

Contract No. 181820-01 – Contract for Professional Services procured by City of Tucson, Arizona and shown on the following pages

June 09, 2021

PUBLIC

Christine Cameron, Project Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

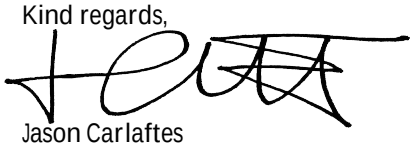
Subject: City of Flagstaff Scope and Fee for Milton Road Feasibility Study - Phase 2

Dear Ms. Cameron:

We are pleased to submit our proposed Scope and Fee for the City of Milton Road Feasibility Study Project, Phase 2. The enclosed scope and fee are for Phase 2 Services. Work under this task will be performed as continued work under the previously executed contract, Contract No. 2021-95.

Please feel free to contact me at 520-838-3430 or at Jason.Carlaftes@wsp.com if there are any items you wish to discuss.

Kind regards,



Jason Carlaftes
Design Manager

Encl. Scope and Fee for Phase 2 Services
cc: Joy Melita, File

WSP USA
Contract No. 2021-95
Contract Modification #1
MILTON ROAD BNSF OVERPASS
Project No. 30900974

Scope of Work
For
Feasibility Study – Phase 2

May 2021

Scope of Services

GENERAL DESCRIPTION OF WORK:

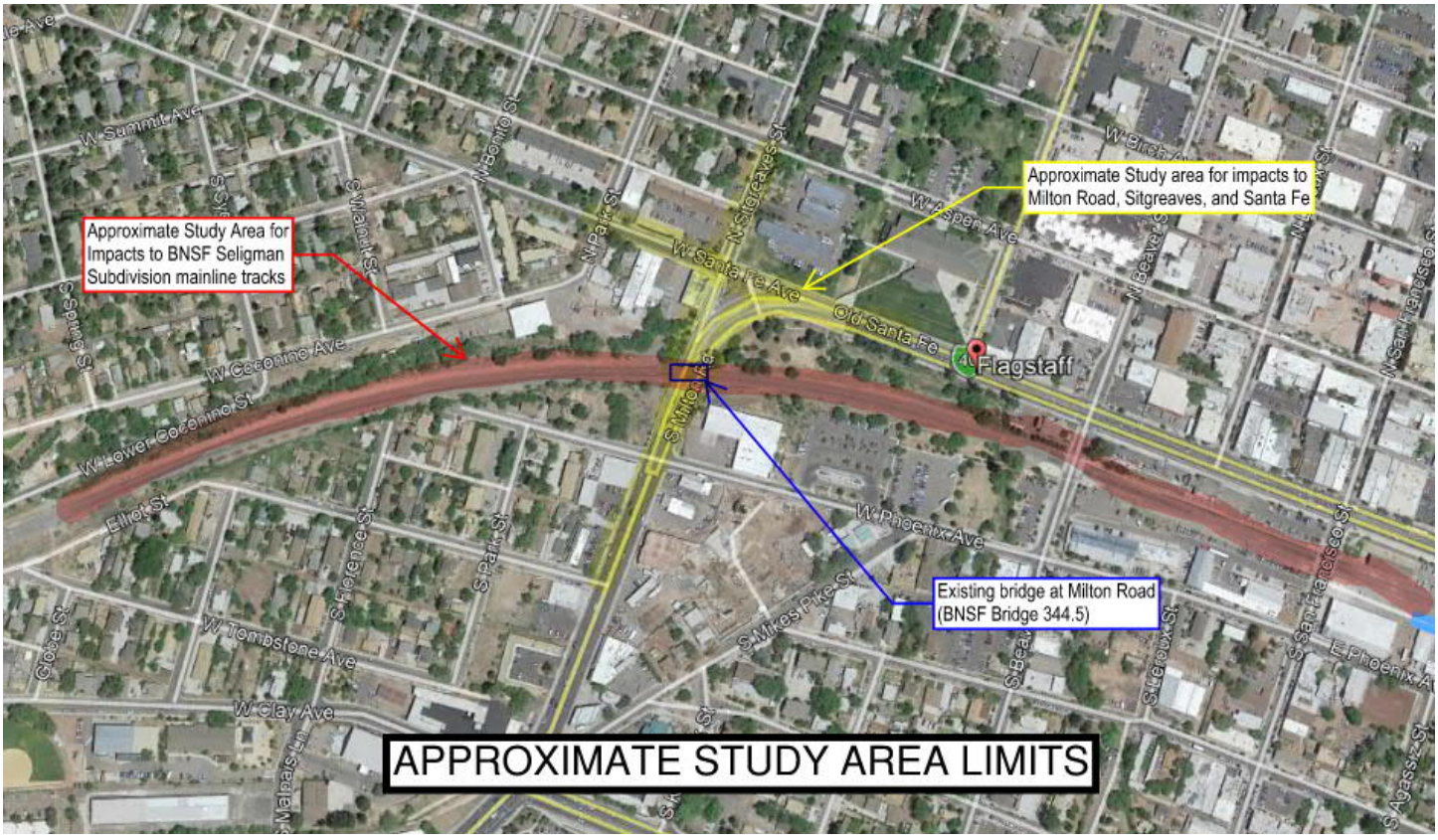
WSP USA (WSP) will provide Design Services for a feasibility study for the proposed realignment of the Burlington-Northern Santa Fe (BNSF) double track mainline over Milton Road / US-66 (BNSF Bridge 344.5) in order to support the construction of the Rio de Flag project culvert crossing under BNSF. The reconstruction of this overpass would involve realigning the existing BNSF Seligman Subdivision mainline tracks 1 (Main 1) and 2 (Main 2), relocating them in a permanent condition. This requires reconstruction of the existing Milton Rd Overpass structure (BNSF Bridge 344.5), rail work to realign the mainline tracks, and reconstruction of Milton Road and the intersection with Sitgreaves and Santa Fe to the north of the Milton Rd Overpass. Construction phasing of this concept will be a key feature as it is being proposed to supplement the construction of the Rio de Flag box culvert and associated pedestrian underpass being constructed by the United States Army Corp of Engineers (USACE), approximately 500ft east of the Milton Rd Overpass. This project would also help facilitate construction of pedestrian underpass at the culvert crossing and a proposed crossing approximately 750ft west of the Milton Rd Overpass.

This Scope of Work covers Phase 2 for the development of a Feasibility Study in order to evaluate the project constraints, determine the potential area of impact for the project, to coordinate the proposed project with BNSF and the Arizona Department of Transportation (ADOT), to develop a preliminary 10% Level Design Engineer's Estimate of the cost, and to develop a Preliminary Construction Schedule for the work. The specific scope of work will be to determine a potential rail alignment for Main 1 and Main 2, Impacts to Milton Road / US-66, impacts to identified utilities in the

WSP USA
Suite 405
1230 West Washington Street
Tempe, AZ 85281

Tel.: +1 480 966-8295
Fax: +1 480 966-9234
wsp.com

corridor, a conceptual structure type for the new overpass, establishing a preliminary project footprint, and preliminary coordination with the City and key stakeholders. No utility potholing or subsurface utility engineering (SUE) or project survey, is included in this scope. The City will provide WSP with all available topographic survey and base mapping CADD files and will provide existing utility GIS data as the basis for this feasibility study. WSP will review and utilize this information as needed and will inform the City of any missing or needed additional information. The City may request supplemental survey by others as needed under a separate contract. It is anticipated that the project duration will be approximately 6 months. Extensions in time of this phase based on delays from obtaining needed data, input, feedback, or acceptance from Stakeholders of concepts evaluated may result in additional project costs. This work will be performed on a time and material basis, not to exceed the fee shown in the attached proposal based on the scope outlined herein. If additional scope is required, a subsequent contract modification will be submitted to the City for approval prior to any additional work being completed. WSP will invoice the City for the actual hours of the work required for the Scope of Work and for efforts required to administer the task.



PHASE 2 – CONCEPT DEVELOPMENT AND FEASIBILITY REPORT

This phase will further develop the concepts developed during Phase 1 to determine the limits of impact for the project. Evaluations will extend to the impacts to Sitgreaves Street, Santa Fe Avenue, utilities, potential right-of-way requirements, storm drain impacts (including the pump station under the existing bridge), and intersection alternatives. Conceptual Engineer's Cost Estimates will be developed to evaluate a preliminary cost for this project for the City. Phasing concepts will also be developed to coordinate this project with the nearby Rio de Flag project to the east and the pedestrian underpass project to the west.

TASK 1.0 - PROJECT MANAGEMENT

The work under this task will provide general project management and coordination activities during Phase 2. This task includes meetings, project documentation, and development of meeting agendas, minutes, and action item logs.

SUBTASKS:

TASK 1.1: Project management work will include project set-up, monthly invoicing, and project tracking.

TASK 1.2: Project Coordination includes meetings throughout this scope of work to coordinate disciplines and provide updates to the City of Flagstaff, utilities, and key 3rd party stakeholders such as ADOT and BNSF. No public involvement is included with this task. Monthly progress/coordination meetings will be used to keep the City and selected stakeholders updated with the project. These meetings will discuss the project footprint, make design decisions for the project, and allow for City and stakeholder input during the development of the Feasibility Study. Decisions that impact the project will be tracked on a decision tracking log with open decisions to be closed when direction is determined. It is assumed that key task leads will participate in all of these meetings (WSP Personnel - Project Manager/Structures, Roadway, Rail) and that other disciplines will attend as needed for specific action items and discussions (WSP Personnel - Drainage, Utilities, Traffic/MOT). These meetings are assumed at one-hour duration plus time for agenda preparation and meeting minutes.

Also included in this task is coordination with Project Stakeholders such as ADOT and BNSF. Up to 2 additional meetings are anticipated for this coordination each assumed at one-hour duration plus time for agenda preparation and meeting minutes. These stakeholder meetings are in addition to the monthly meetings and will be attended by the appropriate Task Lead and the Project Manager.

A meeting agenda, meeting minutes, action item list, and decision tracking log will be developed for each meeting to document progress. Five meetings total are assumed under this task.

ASSUMPTIONS:

1. It is assumed that meetings will be virtual and do not require travel.
2. It is assumed that Phase 2 Design services will take up to six months to allow for coordination with BNSF, including one formal concept review that may take up to four weeks per BNSF Guidelines.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF), Decision Tracking Log (Provided with Meeting Minutes), Action Items Log (Provided with Meeting Minutes)

TASK 2.0 - ROADWAY DESIGN

The work under this task will develop preliminary roadway and intersection design to the level of detail necessary (Approximately 10% Design) to evaluate the structure and roadway modifications to the City of Flagstaff and ADOT facilities as a result of the work. Preliminary roadway design will be developed to identify the project footprint, construction phasing, preliminary quantities, impacts to existing storm drain facilities, including the pumphouse at the existing structure, and estimated construction costs for all roadway, ROW, and associated utility modifications.

SUBTASKS:

TASK 2.1: WSP Roadway Design staff will develop a feasibility concept for the preferred alternative from Phase 1. Development of this concept will be based on direction from the City regarding the preferred vertical profile of Milton Road based on the Phase 1 evaluation. It is assumed based on conversations with the City that an ultimate minimum vertical clearance of 16'-6" will be required for this concept. This concept will be tied into existing roadway to determine the limits of improvements. It is assumed that the intersection immediately north of the existing Milton overpass will be impacted by the change in grade and will need to be redeveloped as part of this project. Per discussions with the City, the intersection type may be changed so up to three alternatives for this intersection will be considered. The alternatives to be considered will be determined during a monthly meeting and then evaluated under this task. Once a preferred intersection type is selected, WSP will incorporate the preferred intersection into the preferred roadway concept. The final roadway will match the existing roadway in number of lanes, lane width, lane type, shoulder/bicycle lane width. Pedestrian movements at the redeveloped intersection will be considered. Development of preliminary driveway design, curb returns, intersection details are not included in this task. Plans will provide horizontal alignment information, vertical profile information, typical section information, and a preliminary area of impact and Right-of-Way (ROW) impacts. This work will not identify work areas, staging, or easements required to complete the work.

The plans will be developed to a 10% design plan level at a scale of 1"=100'. The anticipated plan set will be prepared in anticipation of City and ADOT review and includes:

1. Cover Sheet
2. General Notes
3. Overall Site Plan to include:
    a. Aerial Imagery from available mapping sources
    b. Existing contours based on available topographic mapping sources and survey data provided by the City
4. Plan and Profile Sheets to Include:
    a. Roadway horizontal and vertical alignment with stationing
    b. ROW Impacts shown with horizontal dimensions from existing. Parcel descriptions and legal descriptions are not included.

5. Typical Sections
6. Phasing plan description and graphic representation

Work includes submittal to the City and to BNSF for review and one round of revisions based on received comments.

TASK 2.2: WSP Design staff will develop conceptual construction phasing and maintenance of traffic plans (detours) for the project. The intent of this task is to ensure constructability of the project along with the associated Rio de Flag work and pedestrian underpass work and other projects in the corridor which will need to be coordinated with the BNSF railway work. It is assumed that information regarding the location and type of structure for Rio de Flag and the new pedestrian underpass will be provided by the City and that design of these structures are not included in this scope. It is assumed that the City and ADOT will allow lanes to be reduced to one lane each direction as part of this project to reconstruct the vertical profiles of the roadway. A preliminary construction schedule will also be developed for each phase to evaluate length of user impacts during construction. This information will be provided as a linear phase schedule and map.

TASK 2.3: WSP Design staff will evaluate the existing storm drain system and impacts to the existing system due to the modifications of the roadway system. Impacts to the existing pump house will be included in this analysis. It is assumed that there is no increase in run-off volume due to unchanged road widths, limiting the evaluation to impacts to storm drain profiles. Impacts and potential remediation will be evaluated and investigated

TASK 2.4 Preliminary quantities for the preferred alternative will be developed as part of an Engineer's Cost Estimate. A contingency will be applied to miscellaneous items to be determined in discussions with the City.

DESIGN CODES:

1. City of Flagstaff Engineering Design Standard Details, Latest Edition as supplemented by AASHTO Roadway Design Guidelines, Current Edition and other identified criteria will be used to design local roadway facilities.
2. ADOT Roadway Design Guidelines, Current and other identified criteria will be used to design roadway within ADOT ROW.
3. BNSF Guidelines for Grade Separation Projects, Current Edition

ASSUMPTIONS:

1. Required Minimum Vertical Clearance of 16'-6" between roadway and bridge soffit
2. Pavement type and depth will be provided to WSP by COF or ADOT for cost estimating purposes.
3. Lane type and width are unchanged from current condition
4. It is assumed that aerial mapping is available or will be provided by the City or Others for use in the concept development.
5. It is assumed that Right-of-Way information is available or will be provided by the City through record drawings, GIS, or other available information.

DELIVERABLES: Preliminary Plans (24x36 Sheets, 50 Scale) (Electronic PDF) (Draft and Final)

TASK 3.0 - RAIL DESIGN

The work under this task will develop the preliminary trackwork design to the level of detail necessary (Approximately 10% Design) to evaluate the structure and roadway modifications to the City of Flagstaff and ADOT facilities as a result of the work. Preliminary trackwork design will be developed to identify the project footprint, construction phasing, preliminary quantities, and estimated construction costs for all trackwork, signalization, and associated roadbed required for track modifications.

SUBTASKS:

TASK 3.1: WSP Rail Design staff will develop a feasibility concept. The development of the rail layout and grade will determine the location of the structure and ultimate impact to the roads. The trackwork concept is anticipated to tie into the existing Seligman Subdivision mainline alignment on the west end of the study area before the existing signal at MP 344.75 and to the east end of the Beaver Street crossing at MP 344.29. The development of the horizontal alignment and vertical profile will be based on decisions made during Phase 1. It is not anticipated that additional alternatives will be considered during this phase. The concept will focus on the realignment of Main 1 and Main 2 only with the assumption that a new Main 3 alignment will be developed by BNSF under another contract. All track design will be in conformance with BNSF mainline standards to facilitate BNSF review of the conceptual layout. Plans will include horizontal alignment, vertical profiles, and typical sections as needed to illustrate and evaluate the proposed track modifications.

The preliminary trackwork plans will be developed to a 10% design plan level at a scale of 1"=100'. The anticipated plan set will be prepared in anticipation of BNSF review and includes:

1. Cover Sheet
2. General Notes
3. Overall Site Plan to include:
    a. Aerial Imagery from available mapping sources
    b. Existing contours based on available topographic mapping sources and survey data provided by the City
    c. Existing mainline track alignment and industry track connections based on available mapping sources and survey date provide by the City
    d. Propose track alignment and facility improvements
4. Plan and Profile Sheets to Include:
    a. Track alignment with stationing and mileposts for all proposed track improvements
    b. Horizontal geometry of proposed track alignment to include special trackwork elements and signal and signage elements
    c. Top of rail profile, top of existing ground at centerline of track, and track superelevation

5. Typical Sections
6. BNSF Standard Plans for mainline track
7. Trackwork construction phasing and cutover plan description and graphic representation
8. List of track material and quantities summary
9. Trackwork construction cost estimate

Work includes submittal to the City and to BNSF for review and one round of revisions based on received comments. A memorandum of understanding will be prepared as part of this work documenting any deviations from BNSF standards and specifications.

TASK 3.2: Preliminary quantities for the preferred alternative will be developed as part of an Engineer's Cost Estimate. A contingency will be applied to miscellaneous items to be determined in discussions with the City.

DESIGN CODES:

1. BNSF Mainline Design Standards, Current Edition
2. BNSF Guidelines for Grade Separation Projects, Current Edition
3. AREMA Manual for Rail Engineering, Current Edition

ASSUMPTIONS:

1. Design will be for Main 1 and Main 2. Main 3 will be developed at a later date by BNSF.
2. Concept will be based on selected alternative from Phase 1.
3. It is assumed that aerial mapping is available or will be provided by the City or Others for use in the concept development.
4. It is assumed that Right-of-Way information is available or will be provided by the City through record drawings, GIS, or other available information.

DELIVERABLES: Preliminary Plans (Electronic PDF) (Draft and Final)

TASK 4.0 STRUCTURE DESIGN

The Work under this task includes the development of the preliminary structural design to the level of detail necessary to evaluate the structure and roadway modifications to the City of Flagstaff and ADOT facilities as a result of the work. Preliminary coordination with BNSF is anticipated to establish acceptable bridge layouts and to define the structure depth and superstructure type based on realignment of BNSF tracks in their ROW. Preliminary structural design will be developed to identify the anticipated structure type and depth, construction phasing, preliminary quantities, and estimated construction costs for all structural work.

SUBTASKS:

TASK 4.1: WSP Bridge Design staff will develop a preliminary design concept. The development of the bridge type and layout will determine the soffit of the structure to aid in the evaluation of minimum vertical clearance with roadway. This concept will be based on preferred structure types as defined in BNSF guidelines. Up to two alternatives will be considered to develop comparable structure depths and cost estimates for comparison. Per discussions with the City, the bridge length will accommodate a future third lane of Milton Road in each direction. The structural concept will also consider a future Main 3 alignment to ensure the structure may be modified for this future project.

The plans will be developed to a 10% design plan level at a scale of 1"=40'. The anticipated plan set will be prepared in anticipation of BNSF review and includes:

1. General Plan and elevation
2. Typical Section

TASK 4.2: Preliminary quantities for the preferred alternative will be developed as part of an Engineer's Cost Estimate. A contingency will be applied to miscellaneous items to be determined in discussions with the City.

DESIGN CODES:

1. BNSF Guidelines for Grade Separation Projects, Current Edition
2. AREMA Manual for Rail Engineering, Current Edition
3. AASHTO LRFD Bridge Design Guidelines, Current Edition

ASSUMPTIONS:

1. Design will accommodate Main 1 and Main 2 and will be compatible with a future Main 3.
2. A maximum of 2 alternative superstructure concepts will be considered.

DELIVERABLES: Preliminary Plans as Exhibits (Electronic PDF) (Draft and Final)

TASK 5.0 - UTILITY COORDINATION

The Work under this task includes research of existing utilities and drainage infrastructure within the Milton Road / US-66 corridor and the BNSF ROW. This task will evaluate existing utilities based on available information and will evaluate impacts to identified utilities. Coordination with BNSF regarding utilities within BNSF ROW is anticipated. ADOT will also be consulted regarding facilities within the US-66 corridor.

SUBTASKS:

TASK 5.1: Data review will consist of a review of City of Flagstaff data available on the GIS website, information received from Arizona 811, and coordination with BNSF and ADOT. Impacted utilities will be identified, and potential relocation areas will be developed in coordination with the other disciplines. Utility information will be compiled into a Utility Report, providing identified utility, contact information, and disposition of the identified utility. Utilities will be shown on the Roadway preliminary concepts.

TASK 5.2: Utility Relocations for the preferred alternative will be identified and included as part of an Engineer's Cost Estimate.

DELIVERABLES: Utility Report (Electronic PDF) (Draft and Final)

TASK 6.0 – FEASIBILITY REPORT AND CONCEPTUAL COST ESTIMATE

The Work under this task includes preparing the Feasibility Report to accompany preliminary plans to provide the City a narrative of design decisions. The narrative will be accompanied by the Key Decision Matrix tracked throughout the project. This task also involves developing the conceptual cost estimate for the project.

SUBTASKS:

TASK 6.1: Task involves preparation of the Feasibility Study (Draft and Final) to establish the project footprint and for describing the design decisions during this phase and provides for a comment resolution meeting for the Feasibility Study. Responses will be developed by the project team, documented, and discussed at the comment resolution. Final responses to comments will be then included with an amended Final Feasibility Study for submittal to the City.

TASK 6.2: This task includes development of the Conceptual Cost Estimate based on Quantities developed under other tasks.

DELIVERABLES: Feasibility Study (Electronic PDF) (Draft and Final)

EXCLUSIONS:

Services excluded from this Scope of Work include, but are not limited to:

1. Field Survey and Aerial Mapping – To be provided by the City and its consultants under separate contract
2. Subsurface Utility Evaluation (SUE)
3. Permits and associated fees except as specifically included within this scope of work
4. Field work and/or project travel
5. Environmental and historical evaluations
6. Public Involvement

OTHER INFORMATION REQUIRED (FROM OTHERS):

Items required for successful completion of the work include:

1. Field Survey upon request and in coordination with the City.

ATTACHMENTS

1. Fee Proposal

Contract No.: 0

Milton Road BNSF Overpass

New Contract: X

Contract Mod:

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Average Hourly Rate	Estimated Labor Costs
Project Principal	3	0.3%	$250.00	$750.00
Project Manager	78	7.3%	$200.00	$15,600.00
Sr Project Engineer	58	5.4%	$236.00	$13,688.00
Project Engineer	152	14.2%	$142.00	$21,584.00
Engineer	353	33.1%	$100.00	$35,300.00
Senior Designer	0	0.0%	$139.00	$0.00
Designer	10	0.9%	$90.00	$900.00
CADD Tech / Graphics	164	15.4%	$91.00	$14,924.00
Senior Rail Engineer	16	1.5%	$381.00	$6,096.00
Rail Prj Engineer	209	19.6%	$184.00	$38,456.00
PI Specialist	0	0.0%	$0.00	$0.00
Sr Economist	0	0.0%	$0.00	$0.00
Sr Planner	0	0.0%	$0.00	$0.00
Planner / GIS	0	0.0%	$0.00	$0.00
Accountant	12	1.1%	$109.00	$1,308.00
Administration	12	1.1%	$84.00	$1,008.00
TOTAL Hours	1,067			
			Sub-Total Labor Expense:	$149,614.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$0.00
Courier/Postage	$0.00
Mileage	$0.00
Travel	$0.00
Miscellaneous Expenses	$0.00
Sub-Total Direct Expenses:	$0.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
-	Hourly	No	$0.00
-	Hourly	No	$0.00
-	Hourly	No	$0.00
	Sub-Total Outside Services Expense:		$0.00

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $149,614.00

CONTRACT TIME: 12 months
(Phase 1 Design Services Only)

ALLOWANCES (0%) $0.00

Joy Melitz

Signature

06/09/2021

Date

Milton Road BNSF Overpass

Contract No. 0

TASK/DISCIPLINE	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Rail Engineer	Rail Prj Engineer	Accountant	Administration	Total
1.0 PROJECT MGMT	3	22	8	0	0	0	10	0	0	5	12	12	72.0
2.0 ROADWAY DESIGN	0	10	46	96	200	0	0	88	0	0	0	0	440.0
3.0 RAIL DESIGN	0	18	0	0	0	0	0	40	16	204	0	0	278.0
4.0 STRUCTURE DESIGN	0	10	0	36	91	0	0	24	0	0	0	0	161.0
5.0 UTILITIES	0	6	4	8	30	0	0	12	0	0	0	0	60.0
6.0 FEASIBILITY STUDY	0	12	0	12	32	0	0	0	0	0	0	0	56.0
PROJECT TOTAL HOURS	3	78	58	152	353	0	10	164	16	209	12	12	1067

Milton Road BNSF Overpass
Contract No. 0

1.0 PROJECT MGMT TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Rail Engineer	Rail Prj Engineer	Accountant	Administration
1.1 Project Management and Coordination (6 Month Duration)	39	3	12									12	12
1.2 Project Coordination and Meetings	0												
1.2A Project Kick-Off and Monthly Meeting (3 Total, 1 hour each)	15		3	6				3			3		
1.2B Stakeholder Coordination Meetings (2 Total)	8		2	2				2			2		
1.2C Meeting Preparation and Minutes (5 Total)	10		5					5					
	0												
SUBTOTAL 1.0 PROJECT MGMT	72	3	22	8	0	0	0	10	0	0	5	12	12

Task Cost: $ 11,174.00

Milton Road BNSF Overpass
Contract No. 0

2.0 ROADWAY DESIGN TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Rail Engineer	Rail Prj Engineer	Accountant	Administration
2.1 Schematic Design / Intersection Analysis	0												
2.1A Schematic design of Milton Road / US-66	126		2	12	24	56			32				
2.1B Milton/US-66 and Sitgreaves/SantaFe alternatives analysis	88			12	20	48			8				
2.2 Constructibility and Maintenance of Traffic	120		4	16	28	32			40				
2.3 Stormwater / Drainage (including pumphouse)	64		2	6	16	32			8				
2.4 Development of Quantities & Engineer's Estimate	42		2		8	32							
	0												
SUBTOTAL 2.0 ROADWAY DESIGN	440	0	10	46	96	200	0	0	88	0	0	0	0

Task Cost: $ 54,496.00

Milton Road BNSF Overpass
Contract No. C 0

3.0 RAIL DESIGN TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Rail Engineer	Rail Prj Engineer	Accountant	Administration
3.1 Develop schematic design of BNSF Main 1 and Main 2 (3 Alternatives)	248		16						40	12	180		
3.2 Development of Quantities and Engineer's Cost Estimate	30		2							4	24		
	0												
SUBTOTAL 3.0 RAIL DESIGN	278	0	18	0	0	0	0	0	40	16	204	0	0

Task Cost: $ 50,872.00

Milton Road BNSF Overpass
Contract No. 0

4.0 STRUCTURE DESIGN TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Rail Engineer	Rail Prj Engineer	Accountant	Administration
4.1 Develop schematic bridge concept (2 Alternatives)	139		8		32	75			24				
4.2 Development of Quantities & Engineer's Estimate	22		2		4	16							
	0												
SUBTOTAL 4.0 STRUCTURE DESIGN	161	0	10	0	36	91	0	0	24	0	0	0	0

Task Cost: $ 18,396.00

Milton Road BNSF Overpass

Contract No. C 0

5.0 UTILITIES TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Accountant	Administration
5.1 Data Review	38		4	4		18			12		
5.2 Development of Quantities & Engineer's Cost Estimate	22		2		8	12					
	0										
SUBTOTAL 5.0 UTILITIES	60	0	6	4	8	30	0	0	12	0	0

Task Cost: $ 7,372.00

Milton Road BNSF Overpass

Contract No. 0

6.0 FEASIBILITY STUDY TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Accountant	Administration
6.1 Feasibility Study	44		8		12	24					
6.2 Conceptual Engineer's Cost Estimate	12		4			8					
	0										
SUBTOTAL 6.0 FEASIBILITY STUDY	56	0	12	0	12	32	0	0	0	0	0

Task Cost: $ 7,304.00

CONTRACT AMENDMENT

CITY OF TUCSON – BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4118 / FAX: (520) 791-4735
Sandra.Alcorn@tucsonaz.gov
ISSUE DATE: Friday, March 05, 2021

CONTRACT: 181820-01
CONTRACT AMENDMENT NUMBER: TWO (2)

SA
SENIOR CONTRACT OFFICER: SANDRA ALCORN

ON CALL CIVIL ENGINEERING SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: CONTRACT RENEWAL

Pursuant to the contract, Special Terms and Conditions, Number 4, Contract Term and Renewal the City is hereby exercising its option to renew the contract for the period of **March 8, 2021 through March 7, 2023.**

ITEM 2: ASSIGNMENT – DELEGATION

In accordance with the contract 181820-01; STANDARD TERMS AND CONDITIONS, SECTION 5, ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

The parties hereby agree that, when executed, this amendment shall provide written consent of **Parsons Brinckerhoff** to assign its rights, duties and obligations in connection with contract 181820-01 – On Call Civil Engineering Services to **WSP USA, Inc** and shall constitute acceptance of the assignment by **WSP USA, Inc.**

Nothing in this Consent shall create any additional liability or obligation on the part of the City of Tucson, and the City of Tucson shall not have or assume any liability or obligation with respect to the assignment.

ITEM 3: RATE ADJUSTMENT

In accordance with the Special Terms and Conditions, Number 5, Price Adjustment, the attached pricing revision will be effective in the renewal period listed in Item 1 of this amendment.

************END OF AMENDMENT************

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: WSP USA, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Joy Melita 3/5/2021
Signature of person authorized to sign Date

Joy Melita, AZ Area Manager, VP
Name and Title (typed or printed legibly)

WSP USA Inc.
Company Name

1230 W. Washington St. Suite 405 Tempe, AZ 85281
Address

Joy.Melita@wsp.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS _____ DAY

OF _____, 2021, AT TUCSON, ARIZONA.

_____
as Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON – BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4118 / FAX: (520) 791-4735
Sandra.Alcorn@tucsonaz.gov
ISSUE DATE: Friday, March 05, 2021

CONTRACT: 181820-01
CONTRACT AMENDMENT NUMBER: TWO (2)

SA
SENIOR CONTRACT OFFICER: SANDRA ALCORN

Tempe	AZ	85281
City	State	Zip

Contact information for Sales/Account Representative for daily business operations:

Joy Melita, AZ Area Manager, VP
Name and Title (typed or printed legibly)

480-921-6875
Phone Number

Joy.Melita@wsp.com
Email Address

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Melita 3/5/2021
Signature Date

Joy Melita, AZ Area Manager, VP
Typed Name and Title

Parsons Brinkerhoff
Company Name

1230 W. Washington St. Suite 405,
Address

Tempe, AZ 85281

FEE ESTIMATE SUMMARY

PROJECT: **RFQ On Call Civil Engineering Services** DATE **3/3/2021**

PREPARED BY: **Tyler Wilson, Project Accountant, WSP** CONTRACT NUMBER **181820**

EFFECTIVE DATE **3/3/2021** PRIME CONTRACTOR **WSP USA Inc.**

CONTRACT TIME CONTRACT TYPE

			A		B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	2021 DLR 7.47%	Overhead 138.27%	Profit 10%	2021 Billing Rate
1	WSP USA Inc.	Principal	$88.67	$95.29	$131.76	$22.70	$249.75
2	WSP USA Inc.	Project Manager	$70.67	$75.94	$105.00	$18.09	$199.04
3	WSP USA Inc.	Senior A/E	$50.34	$54.10	$74.80	$12.89	$141.79
4	WSP USA Inc.	A/E	$35.34	$37.98	$52.51	$9.05	$99.54
5	WSP USA Inc.	Designer	$31.81	$34.19	$47.27	$8.15	$89.61
6	WSP USA Inc.	CADD	$32.02	$34.41	$47.58	$8.20	$90.19
7	WSP USA Inc.	Prof Level II - Inspector	$32.78	$35.23	$48.71	$8.39	$92.34
8	WSP USA Inc.	Clerical / Admin	$38.58	$41.47	$57.34	$9.88	$108.69

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____ % X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 4, 2018

WSP USA Inc.
Attn: Mark L. Yalung, Arizona Area Manager
2045 N. Forbes Boulevard, Suite 103
Tucson, AZ 85745
Joseph.vaskovic@wsp.com

Reference: Contract No. 181820-01
On Call Civil Engineering

This is your notice of final award for the referenced contract. Please find attached your pdf copy of the contract, purchase order and the designation of contract representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at 520.837.4125.

The City wishes to thank you for your interest and submittal.

Sincerely,

Dan Longanecker, CPPB
Principal Contract Officer

Attachments

c: File

Purchase Order

PO Printed Date: 03/08/2018

City of Tucson
Business Services Department
255 W. Alameda
P.O. Box 27210
Tucson, AZ 85726
USA
Email: VendorRegistration@tucsonaz.gov
Phone: (520)791-4217
Website: http://www.tucsonprocurement.com
Id: 1

VENDOR

Vendor Number: 0578961

PARSONS BRINCKERHOFF

PO Date: 03/08/2018
Buyer: Dan Longanecker
Phone #: (520)837-4125
FOB:
Terms:

Purchase Order Number 40742 : 0

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

TRANS - Transportation
MGMT - Management Services
Transportation/Management Services
201 N Stone Ave., 6th Fl North
Tucson, AZ 85701

INVOICE

TRANS - Transportation
Finance/Accounts Payable
PO Box 27450
Tucson, AZ 85726-7450
USA

Department	Bid Number	Requisition Number	Delivery Date
TRANS - Transportation		1845908	0 Days ARO

Item	Class Item	Bid Item #	Req Line Item #	Quantity	Unit	Unit Price	Total
1	CONTRACT 181820-01: ON CALL CIVIL ENGINEERING SERVICES FOR THE PERIOD OF MARCH 8, 2018 TO MARCH 7, 2019.		1845908- 1	1.0	EA - Each	$0.00	$0.00
						Subtotal	$0.00
						Tax	$0.00
						Freight	$0.00

Discount	$0.00
Total	$0.00

DIRECTOR OF PURCHASER/BUYER		
FINANCE APPROVED	**DATE**	**ENCUMBERED**

MEMORANDUM

DATE: November 1, 2017

TO: Lance Peterson
City of Tucson
Department of Transportation
Lance.Peterson@tucsonaz.gov

FROM: Dan Longanecker, CPPB
Principal Contract Officer

SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO. 181820, On Call Civil Engineering Services.** As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, **with copy to Procurement,** of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City Department of Procurement for direction;
4. Review any proposed or suggested changes (i.e. amendments) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that a copy of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You **are not** authorized to take the following actions:

1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code shall be deemed guilty of a misdemeanor and shall be removed from office or terminated from employment.

Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Department of Procurement.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Lance Peterson		4/3/18
Printed Name	Signature	Date

DEPARTMENT OF PROCUREMENT

CONTRACT NO. 181820-01

On Call Civil Engineering Services

WSP
2045 N Forbes Blvd, Suite 103
Tucson, AZ 85745

Phone: 520.319.0745
Fax: 000.000.000

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P. O. BOX 27210, TUCSON, AZ 85726-7210
DAN..LONGANECKER@TUCSONAZ.GOV

CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

TABLE OF CONTENTS

SECTION

I. Introduction
II. Time of Performance
III. Financial Considerations
IV. Special Terms and Conditions
V. Standard Terms and Conditions
VI. Appendices

APPENDIX A – SBE PROVISIONS

APPENDIX B – DBE PROVISIONS

APPENDIX C – FTA TERMS AND CONDITIONS

APPENDIX D – SCOPE OF PROFESSIONAL SERVICES

APPENDIX E – FEE SUMMARY

APPENDIX F – INSURANCE

I. INTRODUCTION

This contract is issued pursuant to Request for Qualifications (RFQ) number 181820 issued to select up to six (6) qualified consultants to provide On-Call Civil Engineering Services for miscellaneous projects. Services to be provided are detailed in APPENDIX D.

This is to establish nonexclusive "services-on-demand" retainer type professional service contracts. The contracts will be based on a negotiated hourly billing rates. A scope of work and a total not-to-exceed fee amount will be negotiated as each project arises.

Federal Transit Administration (FTA) and Regional Transportation Authority (RTA) may be utilized. The FTA Terms and Conditions contained in APPENDIX C will apply to these projects.

II. TIME OF PERFORMANCE

1. The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2. Per project schedules shall be agreed upon prior to issuance of notice-to-proceed for each individual project.

III. FINANCIAL CONSIDERATIONS

1. In consideration of the services performed under this contract, the City shall pay the Consultant in accordance with hourly rates negotiated in APPENDIX E: FEE ESTIMATE SUMMARY. The level of effort required to complete each project along with any other direct expenses shall be negotiated prior to issuance of notice-to-proceed. Individual projects including all phases and sub-consultants shall not exceed $ 5000,000 unless the Director of Procurement or his designee approves a waiver prior to issuance of notice-to-proceed. The negotiated fee can be based upon cost plus fixed fee or lump sum.
2. Consultants shall not be reimbursed for normal business use mileage within Pima County. Work requiring travel outside of Pima County shall include reimbursement for travel and per diem expenses paid per current City of Tucson allowances. Vehicle usage, lodging, and per diem expenses for out of town consultants must be identified and approved in the consultant's cost proposal.
3. Consultant shall consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the consultant's cost proposal.
4. The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.
5. The invoice shall be submitted monthly based upon work completed and direct costs incurred and shall include a ten percent (10%) retainage of the amount billed. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment and release of retention shall be made.

6. Direct expenses shall be paid at cost to consultant and shall include no markup.
7. The City will review fully documented requests for rate adjustment only after this contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract renewal.

IV. SPECIAL TERMS AND CONDITIONS

1. SOFTWARE COMPATABILITY: For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. INSURANCE: The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City and the Regional Transportation Authority (RTA) as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Project	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **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

J. Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.

3. PROJECT AWARD: The City intends to request project specific Statements of Qualifications (SOQs) from all firms awarded under the contract. City staff will review, score and rank the SOQs with highest ranked firm invited to submit a fee proposal and enter into negotiations for the project. Should the City be unable to reach an agreement with the highest ranked firm, negotiations will be terminated and the City may enter into negotiation with the next highest ranked firm for the project.

If this is impracticable, the City may elect to direct select a firm without project SOQs by reviewing initial SOQs submitted during the selection process for evaluation relative to the project requirements. The City will then enter into negotiations the firm deemed be the best qualified for the project.

The City shall not reimburse consultants for the cost of proposal preparation. Each project shall be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed

Individual projects not to exceed $500,000 unless a written wavier is approved by the Procurement Department.

4. CONTRACT TERM AND RENEWAL: The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two (2) year periods, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

5. RATE ADJUSTMENT: The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

6. PRINCIPAL CONSULTANT'S RESPONSIBILITY: The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

7. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

8. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

9. **DIRECT EXPENSES:** Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's

cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

10. **INVOICING:** The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by TDOT. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made. The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

11. **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM REQUIREMENTS:**
The Consultant shall be required to comply with SBE Program requirements. Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Department of Procurement, Business Enterprise & Compliance Program during the negotiation phase(s), either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.
The SBE Plan must include:
1. The names and addresses of the SBE firms;
2. The type and scope of work or service each SBE will perform; and,
3. The dollar value of work as a percentage of the total contract value.
4. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver is required prior to concluding negotiations and awarding a project.
A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.
Also see attached:

APPENDIX A - SBE Program Provisions for Professional Services

12. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS:**
The Consultant shall be required to comply with DBE Program requirements, if goals are applicable, on all federally funded projects under the resulting contract. The DBE program and policies are codified in the Code of Federal Regulations (49 CFR 26). It is the responsibility of all contractors, vendors, suppliers and others who are interested in contracting with the City of Tucson on federal

contracts to read and become familiar with 49 CRF 26. The Consultant shall submit to the Department of Procurement, Business Enterprise & Compliance Program during the negotiation phase(s), either a completed statement of proposed DBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

1. The names and addresses of the DBE firms;
2. The type and scope of work or service each DBE will perform; and,
3. The dollar value of work as a percentage of the total contract value.
4. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver is required prior to concluding negotiations and awarding a project.
A signed offer in response to this RFQ represents the offerors intent to comply with the DBE program.
Also see attached:

APPENDIX B - DBE Program Provisions for Professional Services

13. FTA REQUIREMENTS: See Appendix C

V. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

3. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

4. **ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

11. **CONTRACT MODIFICATIONS: No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Department of Procurement. No direction shall be taken from, nor shall any work commence with direction from, any other party.**

12. CONTRACT AMENDMENTS: The Procurement Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;
B. Grant time extensions or contract renewals;
C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

13. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

14. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

15. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

16. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

17. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

18. FORCE MAJEURE: 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify

the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

19. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

20. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

21. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson and Regional Transportation Authority (RTA), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City. If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

22. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

23. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

24. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract

shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

25. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

26. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

27. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

28. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

29. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

30. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

31. **PATENT INFRINGEMENT:** The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

    If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

32. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

33. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

34. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

35. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

    Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

36. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

37. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

38. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

39. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

40. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

41. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

42. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

43. SUSPENSION OF WORK:

A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.

B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

44. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

45. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

46. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P. O. BOX 27210, TUCSON, AZ 85726-7210
DAN.LONGANECKER@TUCSONAZ.GOV

CONTRACT OFFICER: DAN LONGANECKER
PH: (520) 837-4125 / FAX: (520) 791-5875

OFFER TO THE CITY OF TUCSON:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the City.

WSP USA Inc.
Company Name

2045 N. Forbes Blvd, Suite 103
Address

Tucson AZ 85745
City State Zip

Signature of Person Authorized to Sign

Mark L. Yalvac
Printed Name

Az Area Manager, VP
Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Consultant is now bound to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, scope of work, amendments, the Consultants Offer and subsequent negotiations, as accepted by the City.

This contract shall henceforth be referred to as **Contract No. 181820-01.** The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 6th day of March, 2018.

As Tucson City Attorney and not personally

Awarded this 7th day of March, 2018.

for Nathan Dawn
Laura Jesting, C.P.M., CPPB
As Director of Procurement and not personally

VI. APPENDICES:

APPENDIX A – SBE PROVISIONS

APPENDIX B – DBE PROVISIONS FEE ESTIMATE SUMMARY

APPENDIX C – FTA TERMS AND CONDITIONS

APPENDIX D – SCOPE OF PROFESSIONAL SERVICES

APPENDIX E – FEE SUMMARY

APPENDIX F – INSURANCE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX A – SBE PROVISONS

SBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES
APPENDIX A

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

TBD % SBE

In consideration of the SBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Commercially Useful Function - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Contractor - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. For the purposes of SBE plan evaluation, any Offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the contractor SBE program compliance requirements.

Eligible Contract - Any contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate meets or exceeds one hundred thousand dollars ($100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars ($100,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Joint Venture – An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

Small Business Enterprise (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification with the City of Tucson, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

Subcontractor and Subconsultant – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the City Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the City Code, ***at time of SBE Plan submittal***, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, contractors may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

The City of Tucson's most recent SBE Directory contains the ***complete*** listing of those firms which are currently certified with the City, and therefore eligible to participate as an SBE on a project. The most recent SBE Directory can be found at: http://www.tucsonprocurement.com/assets/SBEDirectory.pdf. If the name of an SBE firm does not appear in the directory, it shall be the contractor's responsibility to ascertain the certification status of the SBE and determine the eligibility of the firm to meet the established goal. The contractor may accomplish this by calling the City's Department of Procurement at (520) 837-4000 for assistance.

ALL CONTRACTORS, INCLUDING SBEs, MUST COMPLY. Contractors who are SBEs must also comply with all requirements stated herein. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's SBE goal and comply with all aspects of the SBE Program requirements.

C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Contractors may meet the SBE project goals through the following methods:

Prime Contractor Participation – SBE prime contractors may use their own participation towards fulfillment of the SBE participation goals. Credit will only be given for the dollar value of actual work performed by the prime contractor's work force.

Subcontractor Participation - Contractors may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Contractors who utilize certified SBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, contractors are required to identify and report the use of any second tier subcontractors on the project on the Statement of Proposed SBE Plan form.

3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.

Supplier Participation - The contractor may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.

2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.

3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

Joint Venture - Where a contractor engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner mut submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to SBE Plan submittal.*** The Department of Procurement shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF AN SBE PLAN

The SBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;
2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. Identify the prime contractor as an SBE, if applicable;
5. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
6. The total dollar value of SBE work performed and percentage of the contract value.
7. If the contract goal is not met, evidence of good faith efforts.

B. REVIEW OF SBE PLANS

The Procurement Director may determine that the contractor is nonresponsive where the contractor: (1) failed to provide a completed Statement of Proposed SBE Plan; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the contractor may seek a waiver. The application for a waiver shall be in writing and **must be completed and submitted with the project proposal**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated and an SBE plan must also be submitted. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

a. Documentation of communication with the Procurement Director seeking technical/professional assistance identifying available SBE's.
b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work at the time of the proposal submittal.
g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include

a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's Procurement Director shall review the waiver and approve the waiver where the contractor has demonstrated good faith efforts or deem the contractor nonresponsive where they failed to meet the good faith efforts and shall recommend that the Project Manager reject the proposal.

Right to Appeal Good Faith Effort Waiver or Plan Decision An aggrieved party has a right to protest a good faith waiver request or plan decision made by the Procurement Director as follows:

1. An aggrieved party may submit a protest in writing to the Procurement Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the Procurement Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the director is final and not appealable.

General Waiver or Reduction of SBE Goals If, after consultation with appropriate City departments, the Procurement Director determines that SBE availability is less than projected, the Procurement Director may waive or reduce established project goals. In such circumstances, the Procurement Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars ($250,000). In such circumstances, the Procurement Director shall certify that SBE's are not available to provide the needed labor and materials at competitive prices.

A contractor may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

The procurement director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the statement of proposed SBE plan.

IV. MISCELLANEOUS PROVISIONS

A. CONTRACT PERFORMANCE & SUBSTITUTION REQUESTS

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform, and supervise a distinct element of work.

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise &

Compliance Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value, the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work.;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining prior approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for SBE participation.

B. SBE PROGRAM COMPLIANCE

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. An executed subcontract with all SBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Withholding 10% of future payments;
(3) Contract termination;
(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Report of Subcontractor Utilization form. In addition to identifying all subcontractors utilized on a project, the report will include a section to rate the performance of

project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN

Contract No. 171661 Project Name TBD

Bidder must complete the table below listing **all** SBE subcontractors and **all** first tier subcontractors with a contract value at or above $5,000* If the SBE participation is below the established project goal, the bidder must submit a SBE good faith effort waiver.

Subcontractor's Name	SBE? Yes No	Trade/Industry	Dollar Value of Contract (SBE Only)

***There is no requirement to list non-SBE Subcontractors with contract values less than $5,000**

Bidder's Base Bid Amount $ _____

Total Claimed SBE Participation $_____ _____%

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

City of Tucson
Department of Procurement, Business Enterprise & Compliance Program

AFFIDAVIT OF GOOD FAITH EFFORTS

IFB NO: _____ PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE A BIDDER FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE BIDDER WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson's SBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. The burden of proof rests with the bidder.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

_____
_____
_____
_____

2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.

_____
_____
_____
_____

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which SBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to SBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

Name of Company Contacted	Contact Person		Dates of Contact		Telephone #

6. Was the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goal.) Attach necessary documentation.

Yes ____ No ____ Date of Contact _____ Contact Person _____

7. Describe any efforts undertaken to provide SBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes

10. Were any bids from SBE Subcontractors that were no more than 15% or $250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.

City of Tucson

Department of Procurement

Business Enterprise & Compliance Program

Prime Contractor Report of Subcontractor Utilization

Date: _____ Prime Contractor: _____

Contract #: _____

Contract Name: _____

Estimated Contract Amount/Base Bid: _____ Final Amount: _____

Estimated Project Completion Date: _____ Project Completion Date: _____

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a small business enterprise (SBE) or Non-SBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6th floor, Tucson, AZ 85701, fax (520) 791-4735 or email Margot.Grossmann@tucsonaz.gov

Subcontractor Firm Name	Contract Amount*	Indicate firm type		Rating
		SBE	Non-SBE	**Performance Rating 1-5

* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

**Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone Number: _____ Email: _____

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX B – DBE PROVISONS

DBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES
Attachment B

PROJECT GOAL

The City of Tucson's Disadvantaged Business Enterprise Participation goal for this project is as follows:

__TBD____ % DBE

In consideration of the DBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

I. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. A DBE is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE firm is not performing a commercially useful function and no DBE credit may be awarded toward the DBE goal.

Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor - One who participates, through a contract or subcontract (at any tier), in a federally funded program. For the purposes of DBE Plan evaluation, any offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the Contractor DBE program compliance requirements.

Disadvantaged Business Enterprise or DBE - A for-profit small business concern certified under the Arizona Unified Certification Program (AZUCP) --

(a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Eligible Contract - Any federally contract undertaken by the City, unless otherwise precluded by law, provided the estimate meets or exceeds one hundred thousand dollars ($100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars ($100,000); contracts which are require a small business enterprise goal pursuant to the Tucson Procurement Code Chapter 28, Article XIII; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Good Faith Efforts - Efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture - An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Primary Industry Classification - The four digit Standard Industrial Classification (SIC) code designation which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA 22261). NTIS also makes materials available through its web site (www.ntis.gov/products/naics.aspx).

Program - Any undertaking on the City of Tucson's part to use federal financial assistance, authorized by the laws to which this part applies.

Race and Gender-Conscious - A measure or program that is focused specifically on assisting only DBEs.

Race and Gender-Neutral - A measure or program that is, or can be, used to assist all small businesses.

Recipient - Any entity, public or private, to which federal financial assistance is extended, whether directly or through another recipient, or who has applied for such assistance.

Small Business Concern - With respect to firms seeking to participate as a DBE, a small business concern (SBC) as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and Economically Disadvantaged Individual - Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(a) Any individual who the City of Tucson finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Lorea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the

Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons who origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

B. APPLICABILITY

The City of Tucson has received federal financial assistance and has established a DBE Diversity Program for Contracts in accordance with 49 CFR 26, which is incorporated herein by this reference. The DBE Diversity Program applies to all City and subrecipient contracts that are funded, in whole or in part, by federal financial assistance. In the event of any conflicts or inconsistencies between 49 CFR 26 and this DBE Diversity Program, 49 CFR 26 shall prevail.

ALL CONTRACTORS INCLUDING DBEs MUST COMPLY. Contractors who are DBEs must also comply with all requirements stated herein. However, a DBE on a prime contract may meet the contract goal by virtue of the work it performs on the prime contract with its own forces. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's DBE goals and federal regulations.

Firms that are certified **at time of DBE Plan submittal** through the Arizona Unified Certification Program (AZUCP) under 49 CFR Part 26 are eligible to participate as DBEs on City of Tucson contracts that are federally funded wholly or in part.

The Arizona Unified Certification Program (AZUCP) Database contains the ***complete*** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is NOT limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following internet address: https://utracs.azdot.gov. If the name of a firm does not appear in the AZUCP database, it shall be the Offeror's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Department of Procurement, Business Enterprise and Compliance Program at 520-837-4000.

The City of Tucson has provided an overall DBE goal for this project. Prime contractors should be aware that **your obligation is to meet the DBE goal or submit an Affidavit of Good Faith Effort** to waive any or all of the portion of the goal not met.

C. DBE PARTICIPATION

A DBE goal may only be met by a certified DBE firm performing a commercially useful function. A DBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE shall be responsible for a specific contract amount and a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control. Open ended contracts or reimbursable contracts may not be used to meet a DBE goal at the time of bid submission. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request..

D. DBE GOALS

To satisfy the DBE goals, a certified DBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Unless specific subcontractor participation goals are expressed in the specifications, contractors may meet the DBE project goals through the following methods:

Subcontractor Participation - Where a prime contractor utilizes one or more certified DBE subcontractor(s) to satisfy its DBE participation commitment, the prime contractor may claim only the value of the commercially useful function to be performed by such subcontractor(s) in order to obtain credit toward the satisfaction of the applicable goal.

1. Prime Contractors who utilize certified DBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the DBE firm and may only take credit for the dollar value of that contract towards satisfying its DBE commitment in their proposed DBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. When a DBE participates in a contract, only the work actually performed by the DBE will count toward DBE goals.

a. Credit will be given for the entire amount of that portion of a contract by the DBE performing a commercially useful function, including the cost of supplies and materials obtained by the DBE for the work of the contract (including supplies purchased or equipment leased by the DBE except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

b. Credit will be given for the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a federally funded contract, toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. The value of work that a non-DBE subcontractor subcontracts (second-tier) to a DBE firm may count toward DBE goals. Therefore, **prime contractors are required to identify and report the use of any second tier subcontractors on the project on the DBE Plan form.**

d. Credit will be given when a DBE subcontracts part of the work of its contract to another firm only if the DBE's subcontractor is itself a DBE.

3. When a DBE is used as the source for materials or supplies:

a. If a DBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable DBE participation goal.

b. If a DBE supplier is a regular dealer (a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public), 60% of the cost of the materials or supplies will be credited toward DBE goals.

4. Where a contractor engages in a joint venture to satisfy its DBE commitment, the DBE joint venture partner must be responsible for a distinct and clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. DBE joint ventures do not have to be certified as a joint venture by the City prior to bid opening. However, prime contractors must submit information at the time of bid opening that includes a copy of the joint venture agreement and clearly outlines the work to be performed by the DBE joint venture partner, including the dollar amount and percentage of the contact to be performed.

When a DBE performs as a joint venture, the City will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF A DBE PLAN

The DBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The DBE Plan must include:

1. The names of the DBE subcontractors/suppliers;
2. The type and scope of work or service each DBE will perform;
3. The dollar value of work as a percentage of the total contract value
4. If the contract goal is not met, evidence of good faith efforts.

If the completed Statement of Proposed DBE Plan or, if necessary, a documented waiver application is not included with the proposal, the proposal will be considered non-responsive.

B. DBE ACKNOWLEDGMENT OF PARTICIPATION

The Contractor will be required to submit to the Department of Procurement, Business Enterprise and Compliance Program, a DBE Acknowledgment of Participation for each DBE listed on the proposed DBE Plan which provides signed confirmation that they are participating in the contract as provided in the prime contractor's commitment in their DBE plan.

C. REVIEW OF DBE PLANS

The Director of Procurement may determine that the Plan and/or Affidavit of Good Faith Effort is nonresponsive where the contractor, (1) failed to provide a completed Statement of Proposed DBE Plan; (2) failed to identify DBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable DBE goals for this project; (3) failed to achieve the dollar value of credible participation by certified DBEs as necessary to meet the project goals; (4) failed to provide written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal prior to contract execution; or (5) failed to meet the requirements for a waiver of the DBE goals. The Director's determination shall be in writing and shall state the basis for such decision.

III. GOOD FAITH EFFORT

A contractor must, in order to be responsive, make good faith efforts to meet the goal. The contractor can meet this requirement in either of two ways. First, the contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the goal, the contractor can document adequate good faith efforts. This means that the contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The application for a waiver shall be in writing and must be submitted with the project proposal. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such wavier must be indicated. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals.

The following is a list of types of actions which the City will consider as part of the good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. **(1)** Negotiating in good faith with interested DBEs. It is the contractors responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve them of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in

specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the City of Tucson or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

I. Communicating with the Department of Procurement, Business Enterprise & Compliance Program seeking technical or professional assistance in identifying available DBEs and requesting the most current Arizona Unified Certification Program (AZUCP) directory of certified DBE firms.

The City's Director of Procurement shall review the waiver application and approve the waiver where the contractor has demonstrated good faith efforts or deem them nonresponsive where they failed to meet the good faith efforts.

IV. ADMINISTRATIVE RECONSIDERATION

If it is determined by the City's Director of Procurement that the contractor has failed to meet the goal and/or document adequate good faith efforts, the contractor shall have the opportunity for administrative reconsideration. Therefore, within five (5) working days of being notified by the Department of Procurement that it is not responsive because it has not met the goal or documented adequate good faith efforts, a contractor may request administrative reconsideration. Contractors must make this request in writing to the following individual:

Procurement Director
City of Tucson
255 W. Alameda – PO Box 27210
Tucson, Arizona 85726.

The request for reconsideration must include the reasons and factual grounds for reconsideration with any supporting documents. The Procurement Director shall appoint a Reconsideration Official who will not have played any role in the original determination that the Offeror did not document sufficient good faith efforts. The Reconsideration Official shall hold a hearing within ten (10) working days of the request for reconsideration. The contractor will have the opportunity to meet in person with the City's Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official can also take testimony from City employees.

The City will send the contractor, via certified mail, a written decision on reconsideration, explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts to do so. The decision will be sent within five (5) working days of the Reconsideration Hearing. The result of the reconsideration process is not administratively appealable. Copies of the reconsideration documentation, including supporting documents and the Reconsideration Officials final decision, shall be maintained in the contract file at the Department of Procurement.

Failure to submit the required information by the stated time and in the manner herein specified **shall** be cause for the contractor to be deemed non-responsive.

The Procurement Director may verify and/or clarify information and request resubmittal of information based on clarification as it relates to the affidavit of good faith efforts, and/or the statement of proposed DBE plan.

V. GENERAL WAIVER OR REDUCTION OF DBE GOALS

If, after consultation with appropriate City departments, the Procurement Director determines that DBE availability is less than projected, the Procurement Director may waive or reduce established project goals. In such circumstances, the Procurement Director shall certify that DBEs are not in fact available.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified DBEs, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-DBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars ($250,000). In such circumstances, the Procurement Director shall certify that DBEs are not in fact available to provide the needed labor and materials at competitive prices.

VI. MONITORING PAYMENTS TO SUBCONTRACTORS

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. This reporting requirement also extends to any certified DBE subcontractor. As part of the contract documents requirement, the contractor will submit company procedures and policy for prompt payment of work and prompt release of retention to subcontractors.

Prime contractors are required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made by the City of Tucson to the prime contractor.

The prime contractor is to pay all retention owed to a subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson. Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is NOT dependent on the billing of, or payment from, the City of Tucson for the retention release. Required timelines are indicated below:

A. When a subcontractor has completed all the tasks called for in the subcontract, the subcontractor will submit a written request to the prime contractor for an acceptance inspection and release of all retention.
B. Within 10 days of receipt of an inspection request by a subcontractor, the contractor shall schedule an inspection / walk through for acceptance of the work.
C. Within 30 days of the acceptance of a subcontractors work, the prime contractor shall pay all retention owed to a subcontractor.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

Prime contractors are asked to submit the attached Certification of Payments, for each DBE subcontractor utilized on this project, once that portion of the work has been completed and the subcontractor has been paid in full.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award. Contractors must submit the enclosed Prime Contractor Report of

Subcontractor Utilization for Final Payment Record to Department of Procurement, Business Enterprise & Compliance Program with their request for final payment. The Final Payment Record will record total dollar amounts paid to both DBE and non-DBE suppliers and subcontractors.

Prime contractors must provide notice to subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, Director, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project. Subcontractors will be assisted by the Department of Procurement with the complaint process.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The City of Tucson may withhold payment from the prime contractor for failure to submit and/or complete required documents.

VII. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor's distinct contract items of work to be awarded to DBE's shall be performed by the designated DBE. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The DBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified DBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the DBE substitution request including but not limited to:

1. The name of the original DBE firm, the description of work, the dollar value, the reason for the substitution request and a statement from the original DBE firm explaining why they can't perform the work.;
2. The name of the proposed substitute DBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

DBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining prior approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for DBE participation.

B. DBE PROGRAM COMPLIANCE

The contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements as specified in 49 CFR Part 26. By submitting an offer to the City of Tucson; Offeror's bind themselves to make every good faith effort to meet the City's DBE goal. The contractor must also include a copy of the DBE contract provisions in every subcontract. An

executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or;
(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Report of Subcontractor Utilization form. In addition to identifying all subcontractors utilized on a project, the report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

D. RECORD-KEEPING

The City of Tucson will require prime contractors to maintain records and documents of payments to DBE for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. The reporting requirement also extends to any certified DBE subcontractors.

E. FALSE, FRAUDULENT OR DISHONEST CONDUCT

The City of Tucson will bring to the attention of the federal government any false, fraudulent or dishonest conduct in connection with the DBE Diversity Program for Contracts so that the federal government can take steps (e.g., referral to the Department of Justice for criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR 26.109. The City will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

F. NON-DISCRIMINATION

The City of Tucson shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The recipient shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of federal contracts. The recipient's DBE Program, as required by 49 CFR 26, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Tucson of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED DBE PLAN

RFQ No._____ Contract Name: _____

Offeror must complete the table below listing **all** DBE subcontractors and **all** first tier subcontractors with a contract value at or above $5,000* If the DBE participation is below the established project goal, the offeror must submit a DBE good faith effort waiver.

Subcontractor's Name	DBE? Yes No	Trade/Industry	Dollar Value of Contract (DBE Only)

***There is no requirement to list non-DBE Subcontractors with contract values less than $5,000**

Offeror's Total Price Amount $ _____

Total Claimed DBE Participation $_____ _____%

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades/industry identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the total pricing.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

City of Tucson
Department of Procurement, Business Enterprise & Compliance Program

AFFIDAVIT OF GOOD FAITH EFFORTS

RFQ NO: _____ PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE AN OFFEROR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET DBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE OFFEROR WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the top ranked offeror in soliciting and utilizing DBE firms to meet the City of Tucson's DBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the Offeror has implemented comprehensive good faith efforts. The burden of proof rests with the Offeror.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a DBE Plan must also be submitted.

_____
_____
_____
_____

2. Provide a brief summary of why the DBE goal on this project has not been met. Attach supporting documentation.

_____
_____
_____
_____

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to DBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for DBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which DBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to DBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

Name of Company Contacted	Contact Person		Dates of Contact		Telephone #

6. Was the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the DBE goal.) Attach necessary documentation.

Yes ____ No _____ Date of Contact _____ Contact Person _____

7. Describe any efforts undertaken to provide DBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist DBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which DBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of DBE Firm	Explanation for Rejecting Quotes

10. Were any bids from DBE Subcontractors that were no more than 15% or $250,000 greater than the accepted Non-DBE Subcontractor rejected? If so, describe in detail

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.

City of Tucson
Department of Procurement
Business Enterprise & Compliance Program

Prime Contractor Report of Subcontractor Utilization

Date: _____ Prime Contractor: _____

Contract #: _____

Contract Name: _____

Estimated Contract Amount/Base Bid: _____ Final Amount: _____

Estimated Project Completion Date: _____ Project Completion Date: _____

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a Disadvantaged Business Enterprise (DBE) or Non-DBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6th floor, Tucson, AZ 85701, fax (520) 791-4735 or email Margot.Grossmann@tucsonaz.gov

Subcontractor Firm Name	Contract Amount*	Indicate firm type		Rating
		DBE	Non-DBE	**Performance Rating 1-5

* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

**Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone Number: _____ Email: _____

CERTIFICATION OF PAYMENTS TO DBE FIRMS

Project Name:_____
COT Job No.: _____ Contract No.: _____
Fed Job No.: _____ State TRACS No.: _____

The undersigned prime contractor on the above named City of Tucson project hereby, certifies that full payment was made to the firm indicated for material and/or work performed under this project's contract as follows:

Firm Name _____, was paid $ _____

The subcontract was completed on _____

Full Retention has been released to the Subcontractor by the Prime Contractor Yes / No

This certification is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contracts, all documentation supporting the contractors position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

_____
Prime Consultant

By: _____

Title: _____

Date: _____

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certifies that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

_____
Subcontractor/Supplier/Manufacturer

By: _____

Title: _____

Date: _____

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX C – FTA TERMS AND CONDITIONS

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

RFQ 181820 APPENDIX C

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

- Federal Disclaimer to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Prohibitions Against Exclusionary or Discriminatory Specifications
- Debarment and Suspension Requirements
- Federal Changes
- Civil Rights Requirements
- Termination Provisons
- Requirements for Disadvantaged Business Enterprises
- Incorporation of FTA Terms

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

- Report, record retention, and access provisions
- Buy America requirements
- Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
- Lobbying Requirements
- Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
- Clean Water Requirements
- Clean Air Requirements
- Requirements for Recycled Products (for items designated by EPA)

Cargo Preference

- Acquisition of Property Shipped by Ocean Vessel
- Acquisition of Property Shipped by Air

Non Construction Activities

- Non Construction Employee Protection Requirements (Except for supplies/raw materials)

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Seat Belt Use
- Text Messaging While Driving

Certifications

Buy America
Lobbying

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the City of Tucson and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by the City Of Tucson. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may

be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal statute or regulations, the City of Tucson agrees that it will comply with 49 U.S.C. § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tucson may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the City of Tucson if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City of Tucson for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City of Tucson.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City of Tucson may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Federal Changes - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (16) dated October, 2009 between the City of Tucson and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

   In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** The City Of Tucson may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City Of Tucson to be paid the Contractor. If the Contractor has any property in its possession belonging to the City Of Tucson, the Contractor will account for the same, and dispose of it in the manner the City Of Tucson directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City Of Tucson may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the City Of Tucson that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City Of Tucson, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** The City Of Tucson in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to the City Of Tucson's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from the City of Tucson setting forth the nature of said breach or default, the City of Tucson shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Tucson from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach**: In the event that the City of Tucson elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Tucson shall not limit the City of Tucson's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** The City of Tucson, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Tucson shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination

specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Tucson, protect and preserve the goods until surrendered to the City of Tucson or its agent. The Contractor and the City of Tucson shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Tucson may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Tucson resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Tucson in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

   a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Tucson, acts of another Contractor in the performance of a contract with the City of Tucson, epidemics, quarantine restrictions, strikes, freight embargoes; and

   b. the contractor, within ten [10] days from the beginning of any delay, notifies the City of Tucson in writing of the causes of delay. If in the judgment of the City of Tucson, the delay is excusable,

the time for completing the work shall be extended. The judgment of the City of Tucson shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Tucson.

9. **Termination for Convenience or Default (Architect and Engineering):** The City of Tucson may terminate this contract in whole or in part, for the City of Tucson's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

   If the termination is for the convenience of the City of Tucson, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

   If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Tucson may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Tucson.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

10. **Termination for Convenience or Default (Cost-Type Contracts):** The City of Tucson may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Tucson or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Tucson, or property supplied to the Contractor by the City of Tucson. If the termination is for default, the City of Tucson may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Tucson and the parties shall negotiate the termination settlement to be paid the Contractor.

    If the termination is for the convenience of the City of Tucson, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

    If, after serving a notice of termination for default, the City of Tucson determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Tucson, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 23 & 26

1. The Federal Fiscal Year goal has been set by the City Of Tucson in an attempt to match projected procurements with available qualified disadvantaged businesses. The City Of Tucson goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City Of Tucson as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23& 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

   If a specific DBE goal is assigned to this contract, it will be clearly stated in these Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

   a. Policy - It is the policy of the Department of Transportation and the City Of Tucson that Disadvantaged Business Enterprises, as defined in 49 CFR Parts 23 & 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 & 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

      The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 & 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

      It is further the policy of the City Of Tucson to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the City Of Tucson procurement activities are encouraged.

   b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 & 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

   c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the contractor noncomplaint and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the City Of Tucson DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City Of Tucson and will be submitted to the City Of Tucson upon request.

e. The City Of Tucson will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

* Identification of qualified DBE

* Available listing of Minority Assistance Agencies

* Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the City Of Tucson's requests which would cause the City Of Tucson to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Records Retention

Contractor shall retain all books, documents, papers, data and records relating to its performance under this contract until the expiration of three years after final payment of the contract and all other contractual matters are closed.

Audit and Inspection of Records

1. The Contractor shall permit the authorized representatives of the City Of Tucson, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three years after final payment under this contract.

2. The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the City Of Tucson, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes

    a. purchase orders not exceeding $10,000 and

    b. subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3. The periods of access and examination described above, for records which relate to

    a. appeals under the disputes clause of this contract,

    b. litigation or the settlement of claims arising out of the performance of this contract, or

    c. costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Access

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described

at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Of Tucson. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the City Of Tucson. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the City Of Tucson shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by the City Of Tucson, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City Of Tucson and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City Of Tucson is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City Of Tucson, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City Of Tucson.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation

Bid Bond Requirements (Construction)

a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the City Of Tucson and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the City Of Tucson to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for the time period designated in the General Terms and Conditions subsequent to the opening of bids, without the written consent of the City Of Tucson.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid after the bid opening without the written consent of the City Of Tucson, shall refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the City Of Tucson's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the City Of Tucson as provided shall prove inadequate to fully recompense the City Of Tucson for the damages occasioned by default, then the undersigned bidder agrees to indemnify the City Of Tucson and pay over to the City Of Tucson the difference between the bid security and the City Of Tucson's total damages, so as to make the City Of Tucson whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City Of Tucson determines that a lesser amount would be adequate for the protection of the City Of Tucson.

2. The City Of Tucson may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City Of Tucson may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of the payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than $1 million.

ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

iii. Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the City Of Tucson may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City Of Tucson's interest.

a. The following situations may warrant a performance bond:

   1. The City Of Tucson property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

   2. A contractor sells assets to or merges with another concern, and the City Of Tucson, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

   3. Substantial progress payments are made before delivery of end items starts.

   4. Contracts are for dismantling, demolition, or removal of improvements.

b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

   1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City Of Tucson determines that a lesser amount would be adequate for the protection of the City Of Tucson.

   2. The City Of Tucson may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City Of Tucson may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City Of Tucson's interest.

d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

   1. The penal amount of payment bonds shall equal:

      i. Fifty percent of the contract price if the contract price is not more than $1 million;

      ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

      iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City Of Tucson shall determine the amount of the advance payment bond necessary to protect the City Of Tucson.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City Of Tucson shall determine the amount of the patent indemnity to protect the City Of Tucson.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the City Of Tucson, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City Of Tucson, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the City Of Tucson and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City Of Tucson. As additional security for these guarantees, at the City of Tucson's request the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the City Of Tucson written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each

violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course

of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

2. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, the City of Tucson agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the City of Tucson agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging WhileDriving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 3/13/18

Signature _____

Company Name WSP USA Inc.

Title AZ Area Manager

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

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

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

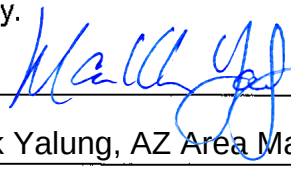
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, WSP USA Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Mark Yalung, AZ Area Manager
Name and Title of Contractor's Authorized Official

3/13/18
Date

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX D – SCOPE OF PROFESSIONAL SERVICES

181820
ON-CALL CIVIL ENGINEERING SERVICES

SCOPE OF SERVICES

I. INTRODUCTION

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer.

STANDARD SPECIFICATIONS AND DETAILS

The PAG 2015, Volume 1 Standard Specifications and Details are on file in the City Clerk's Office. These Specifications and Details are incorporated herein by this reference and are as much a part of the Contract Documents as if they were attached hereto or as they may be modified herein.

Copies of the above-referenced Standard Specifications and Details may be obtained at the following location:

City/County Standard Specifications and Details for Public Improvements (including City Traffic Engineering and Tucson Water Standard Specifications and Details)

Reproductions Inc.
234 E 6th Street
Tucson, AZ 85705-8424
(520) 622-7747
Cost: Standard Specifications - Call
Standard Details - Call

Engineering work may include, but not be limited to, roadway design, drainage design, miscellaneous parkway design, electrical engineering design, preparation of plans and specifications, post design services, and possible review of other consulting engineers' work for the City. It is the City's intent to retain UP TO SIX (6) CONSULTANTS for these services with individual projects being awarded in the best interests of the City based on the qualifications, proposed scope of work and/or potential availability of the firms.

Individual projects assigned under this contract are not expected to exceed $500,000 unless a waiver is requested of and granted by the Director of Procurement.

Federal Transit Administration (FTA), local and/or Regional Transportation Authority (RTA) funding may be utilized on specific projects under the Contract. Therefore, all FTA, federal, state and local requirements will be followed and the RTA shall be listed as additionally insured and as an additional indemnitee in the resulting contract. FTA Terms and Conditions (Appendix C) are provided as an attachment to this solicitation and will be incorporated into the resulting contract. FTA Terms and Conditions cannot be modified or negotiated.

II. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies. Some of the recent projects that have been undertaken as part of this type of contract include:

- RTA Bus Pullouts
- RTA Sidewalks
- Federally funded improvement projects
- Developer impact fee roadway widenings
- Staffing assistance for management of design projects
- Staffing assistance for Construction Management

III. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the subconsultant(s) for approval by the City Engineer's Office.

IV. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten working days of notification. If necessary, each fee submittal shall be negotiated with the City's Project Manager until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX E – FEE SUMMARY

FEE ESTIMATE SUMMARY

PROJECT: RFQ On Call Civil Engineering Services DATE 16-Jan-18

PREPARED BY: EcoPlan Associates, Inc. CONTRACT NUMBER 181820

EFFECTIVE DATE 16-Jan-18 PRIME CONTRACTOR WSP USA Inc.

CONTRACT TIME _____ CONTRACT TYPE _____

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead	Profit	Billing Rate
1	EcoPlan Associates, Inc.	Principal				$150.66
2	EcoPlan Associates, Inc.	Project Manager				$146.61
3		Senior A/E				
4		A/E				
5		Designer				
6		CADD				
7	EcoPlan Associates, Inc.	Prof Level IV				$107.23
8	EcoPlan Associates, Inc.	Prof Level III				$89.00
9	EcoPlan Associates, Inc.	Prof Level II				$77.04
10	EcoPlan Associates, Inc.	Prof Level I				$63.18
11	EcoPlan Associates, Inc.	Survey Crew				$51.63
12	EcoPlan Associates, Inc.	Clerical / Admin				$44.23

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____% X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

FEE ESTIMATE SUMMARY

PROJECT: RFQ On Call Civil Engineering Services DATE 1/22/2018

PREPARED BY: Tyler Wilson, Project Accountant, WSP CONTRACT NUMBER 181820

EFFECTIVE DATE 1/22/2018 PRIME CONTRACTOR WSP USA Inc.

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A Direct Labor Rate	B Overhead 140%	C Profit 10%	D Billing Rate
1	WSP USA Inc.	Principal	$88.67	$124.14	$21.28	$234.09
2	WSP USA Inc.	Project Manager	$70.67	$98.93	$16.96	$186.56
3	WSP USA Inc.	Senior A/E	$50.34	$70.48	$12.08	$132.91
4	WSP USA Inc.	A/E	$35.34	$49.48	$8.48	$93.30
5	WSP USA Inc.	Designer	$31.81	$44.53	$7.63	$83.98
6	WSP USA Inc.	CADD	$32.02	$44.83	$7.68	$84.53
7	WSP USA Inc.	Prof Level II - Inspector	$32.78	$45.89	$7.87	$86.54
8	WSP USA Inc.	Clerical / Admin	$38.58	$54.02	$9.26	$101.86

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____ % X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

FEE ESTIMATE SUMMARY

PROJECT: RFQ On Call Civil Engineering Services DATE 1/19/2018

PREPARED BY: Dan Padilla CONTRACT NUMBER 181820

EFFECTIVE DATE 1/19/2018 PRIME CONTRACTOR WSP USA Inc.

CONTRACT TIME _____ CONTRACT TYPE _____

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead 192.12%	Profit 10%	Billing Rate
1	Cardno	Principal	84.14	161.65	24.58	270.37
2	Cardno	Project Manager	52.78	101.40	15.42	169.60
3	Cardno	Senior A/E	43.91	84.36	12.83	141.10
4	Cardno	A/E (Survey Manager)	38.46	73.89	11.23	123.58
5	Cardno	Designer	37.13	71.33	10.85	119.31
6	Cardno	CADD	31.49	60.50	9.20	101.19
7	Cardno	Prof Level IV (SUE Manager)	35.20	67.63	10.28	113.11
8	Cardno	Prof Level III (SUE Technician III)	24.50	47.07	7.16	78.73
9	Cardno	Prof Level II (SUE Technician II)	18.73	35.98	5.47	60.19
10	Cardno	Prof Level I (SUE Technician I)	16.36	31.43	4.78	52.57
11	Cardno	Clerical / Admin	22.71	43.63	6.63	72.97
12	Cardno	Survey Crew (2 Person)	52.49	100.84	15.33	168.67

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____ % X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

Truck & Equipment

*Survey Truck & Equipment $31/hour

*Designating Truck & Equipment $22/hour

*Vacuum Excavation Truck & Equipment $78/hour

*Note: Cardno audited OH separates the vehicle and equipment separately from the audit rate and the truck cost are outlined in the rates above. These rates need to be accounted for in the fully loaded rate base on the audit performed.

FEE ESTIMATE SUMMARY

PROJECT: **RFQ On Call Civil Engineering Services** DATE **1/22/2018**

PREPARED BY: **Greg Bauer, Arrow Land Survey, Inc.** CONTRACT NUMBER **181820**

EFFECTIVE DATE **1/22/2018** PRIME CONTRACTOR **WSP USA Inc.**

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A Direct Labor Rate	B Overhead 51%	C Profit 11.68%	D Billing Rate
1	Arrow Land Survey	A/E RLS	59.30	30.24	10.46	100.00
2	Arrow Land Survey	Prof Level I Survey Tech	32.62	16.63	5.75	55.00
3	Arrow Land Survey	Clerical / Admin	26.68	13.61	4.71	45.00
4	Arrow Land Survey	Survey Crew 3-Man	88.95	45.36	15.69	150.00
5	Arrow Land Survey	Survey Crew 2-Man	77.09	39.32	13.60	130.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____ % X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

FEE ESTIMATE SUMMARY

PROJECT: **RFQ On Call Civil Engineering Services** DATE **1/15/2018**

PREPARED BY: **Mindy A. Shimanek, Controller, SGI** CONTRACT NUMBER **181820**

EFFECTIVE DATE **1/15/2018** PRIME CONTRACTOR **WSP USA Inc.**

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A Direct Labor Rate	B Overhead ___%	C Profit ___%	D Billing Rate
1	Structural Grace, Inc	Project Manager				198.14
2	Structural Grace, Inc	Senior A/E				188.58
3	Structural Grace, Inc	A/E				139.31
4	Structural Grace, Inc	Designer				109.86
5	Structural Grace, Inc	Prof Level II Inspector - Senior				96.03
6	Structural Grace, Inc	Prof Level I Inspector				76.00
7	Structural Grace, Inc	Clerical / Admin				86.02
8	Structural Grace, Inc	Survey Crew 2-Person				146.25

Formulas

(A) Direct Labor Rate

(B) Overhead @ ____ % X (A)

(C) Profit @ _____% X (A+B)

(D) Billing Rate (A+B+C)

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

CONTRACT 181820

ON CALL CIVIL ENGINEERING SERVICES

APPENDIX F – INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 FAX (A/C, No): 212-994-7074 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : QBE Specialty Insurance Company 11515 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 889319936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made			QPL0022630	11/1/2017	10/31/2018	Per Claim \ Aggregate	$1M \ $2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION
RE: Project Description: City of Tucson - On Call Civil Engineering Services| Client Project Number: 181820.

CERTIFICATE HOLDER

City of Tucson
255 W. Alameda, 6th Floor
Tucson AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 FAX (A/C, No): 212-994-7074 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	WSPGLOB-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1458888063 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO983581904	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $2,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS7621094060037	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA762D094060017(AOS)	4/1/2017	4/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Project Description: City of Tucson - On Call Civil Engineering Services| Client Project Number: 181820.
City and the Regional Transportation Authority (RTA) are Additional Insureds as respects General Liability, Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess, and not contributing. Waiver of Subrogation applies to Additional Insured, as respects General Liability policy, Auto Liability and Workers Compensation policies pursuant to and subject to the policy's terms, definitions, conditions and exclusion.

CERTIFICATE HOLDER

City of Tucson
255 W. Alameda, 6th Floor
Tucson AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured -Automatic- Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9835819 04	04/01/2017	04/01/2018		65400000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV- Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV- Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III- Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicalbe in Alaska, Kentucky, New Hampshire, New Jersey

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Col, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Mexico, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of $0 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $5,462 and determined as follows: The premium charge for thisendorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium subject to a minimum premium of $100 per policy.

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In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by Liberty Insurance Corporation21814

For attachment to Policy No.WA7-62D-094060-017 Effective Date Premium $

Issued to WSP USA Corporation

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Policy Number: AS7-621-094060-037
Issued by: Liberty Insurance Corp.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9835819 04	04/01/2017	04/01/2018		65400000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Alaxandra Pucciarelli, Interim Planning Director
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-06: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 11 acres of real property generally located at 151 West High Country Trail, APNs 112-05-001W and 112-05-011 from the Estate Residential (ER) zone to the Medium Density Residential (MR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

Staff recommended that the Planning and Zoning Commission forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval, in accordance with the findings presented in the attached report.

The Planning & Zoning Commission disagreed with staff's recommendation and instead recommends that the City Council, in accordance with the findings, deny the requested Direct to Ordinance Zoning Map Amendment for Aura Flagstaff (PZ-20-00008-01).

Should the Council decide to deny the requested Zoning Map Amendment:

1) Approve a motion to deny the application for Zoning Map Amendment

Should the Council decide to approve the requested Zoning Map Amendment:

1) Read Ordinance No. 2021-06 by title only for the final time
2) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)
3) Adopt Ordinance No. 2021-06

Executive Summary:

This item had a public hearing on April 20th. Council voted to delay voting on the item for two weeks. When the item came before Council again on May 4th, the applicant requested to postpone the discussion for four weeks. This request was approved by Council, hence the item now being scheduled for the June 1st meeting. The applicant continues to work with Staff to make changes to the provisions of the development agreement and further changes are anticipated before the final agenda.

Staff will provide a revised Development Agreement as a separate document next week and will include it in the final packet when it goes out next week.

Trinsic Acquisition Company LLC has submitted an application for a Direct to Ordinance Zoning Map

Amendment to rezone approximately 11 acres located at 151 West High Country Trail from the Estate Residential (ER) zone to the Medium Density Residential (MR) zone for the purpose of a multi-family residential development (Aura Flagstaff). The development site is already located within the Resource Protection Overlay (RPO). The Planning & Zoning Commission held a public hearing on this request on December 9, 2020. The Commission recommended that the City Council deny this request in a 7-0 vote.

Financial Impact:

The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:

The Direct to Ordinance Zoning Map Amendment has no policy impact.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Support social services, community partners, and housing opportunities

Sustainable, Innovative Infrastructure

- Facilitate and develop carbon-neutral energy opportunities

Robust Resilient Economy

- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
- Provide amenities and activities that support a healthy lifestyle
- Actively support attainable and affordable housing through City projects and opportunities with developers

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission Staff Report, dated November 24, 2020.

Has There Been Previous Council Decision on This:

There has been no prior Council decisions made in regard to this application.

Options and Alternatives:

The City Council may approve the ordinance, approve the ordinance with modified conditions, or deny the ordinance.

The Planning & Zoning Commission recommends the City Council, in accordance with the findings, deny the requested Direct to Ordinance Zoning Map Amendment for Aura Flagstaff (PZ-20-00008-01).

At the Planning and Zoning Commission meeting, staff had recommended the Planning and Zoning Commission, in accordance with the findings presented in the attached report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval with

the following conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated August 10, 2020. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The two parcels must be combined and the approximately 2-acre portion of parcel 112-05-011 located north of High Country Trail shall remain a part of the parcel to the south.
3. The State archeological database must be updated to reflect the removal of archeological resources on the subject property.
4. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.
5. All terms, conditions, and restrictions detailed within the "Aura Development Agreement" must be fully satisfied.
6. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classifications of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

Background/History:

The development site to be rezoned is approximately 11 acres comprised of two contiguous parcels located just west of the intersection of High Country Trail and Lake Mary Road. The property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, since before Flagstaff was incorporated. The Auza property has been impacted by the construction of Interstate 17 at the north end of the property, the bisection of the property by High Country Trail, and an electrical utility easement for the high voltage electrical transmission lines along the south side of High Country Trail.

The Auzas would like to maintain the existing single-family house constructed in the 1980s and located on the north side of High Country Trail. This Direct to Ordinance Zoning Map amendment proposes to rezone 11 acres, primarily located south of High Country Trail, from Estate Residential (ER) to Medium Density Residential (MR). The electrical utility easement running along the south side of High Country Trail prohibits any structures from being constructed near the street. This pushes the proposed development to the far southern portion of the property, adjacent to the existing single-family residential neighborhood.

This project was originally submitted as PZ-17-00218-02 for a 173-unit multifamily residential development with a 16.11 acre project area that included parcels both north and south of High Country Trail. Concerns were raised by staff regarding the proposed concentration of density, proximity to adjacent single-family homes, and the amount of grading on the site. After much consideration, Staff arrived at a recommendation of denial. The Planning and Zoning Commission heard the case on May 22, 2019, and made a recommendation to the City Council of denial. A recording of this meeting may be reviewed on the City's website: https://flagstaffaz.new.swagit.com/videos/55447
Following the Planning and Zoning Commission hearing, the applicant decided to withdraw the rezoning request. Council did not hear the case.

Since then the applicant has made significant changes to the project including a change in the parcels requested to be rezoned. The current application is a request to rezone only two parcels. One parcel includes some property north of High Country Trail, but the majority of the area (9 out of 11 acres) is located south of the road. The current proposal has decreased density from 173 to 160 units. The applicant has increased the setbacks from the adjacent homes. This has resulted in a significant number of existing trees being saved and dramatically reducing the amount of grading along the south property

line. The current proposal will retain all stormwater on-site in underground vaults, eliminating the need for a deep retention basin in the area set aside as civic space. This improves the quality of the required public civic space.

Key Considerations:

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Require the property to be maintained as a single parcel
- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Resource Protection easement for the portion of the parcel north of High Country Trail
- Sustainability density bonus requirements

Staff is requiring an easement over the portion of the property located north of High Country Trail to ensure that the required tree resources located on the property are not removed and to prohibit further development, as any additional development rights/density have been utilized on the southern portion of the parcel.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Staff Report, dated November 24, 2020.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, a notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regard to this case on March 23, 2020, and July 1, 2020. Both meetings were held virtually due to the pandemic. Per the meeting sign-in, approximately thirty-five (35) individuals attended both meetings. Citizen Participation summaries, attached, were prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the developer and a question-and-answer session where questions could be typed into the chat. Comments on the project included the following topics: the area north of the road, open space requirements, traffic impacts, stormwater, views, and tree resources.

Two emails from the public have been received as of the writing of the staff report. The emails are from neighbors opposed to the development. Staff also received a letter from the president of the Ponderosa Trails HOA informing staff that a poll of the property owners was conducted and resulted in 88% of respondents opposing the rezoning, 11% in favor, and 1.5% did not have an opinion either way. Copies of the correspondence are attached.

Attachments:

P&Z Commission Staff Report
Aura - Fence Plan
Draft Development Agreement
Aura Staff Presentation
Applications
Area Context Map
Ord. 2021-06

Ex. A Legal Description
Legal Notices
Project Narrative and Regional Plan Analysis
Citizen Participation Plan and Reports
Emails/Letters from Public
01_Site Plans
02_Site Plans and Resource Protection
03_Apartment Bldg Floor Plans
04_Common Bldg Floor Plans
05_Building Elevations
06_Sign and Landscape Plans

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-20-00008-01

DATE: November 24, 2020
MEETING DATE: December 9, 2020
REPORT BY: Alaxandra Pucciarelli

REQUEST:
Direct to Ordinance Zoning Map Amendment, by Trinsic Acquisition Company LLC, of approximately 11 acres located at 151 West High Country Trail from the Estate Residential (ER) zone to the Medium Density Residential (MR) zone. The development site is already located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval.

PRESENT LAND USE:
The subject property is approximately 11 acres comprised of two contiguous parcels, one of which is bisected by West High Country Trail. The parcels are currently owned by Auza Flagstaff, LLC. The Zoning Code defines a Development Site as "any lot or parcel of land, whether under common ownership or multiple ownership, which constitutes a site on which development is proposed, or exists." The property is a portion of the Auza Family Ranch; however, it is no longer used for ranching activities. The portion of the site north of West High Country Trail currently has a single-family house which encroaches slightly on to the parcel and a number of large existing Ponderosa Pine Trees. It is fenced and is connected to the Auza family's large outdoor seating and cooking area with ramadas, storage facilities, and restroom facilities. The portion of the property south of West High Country Trail is crossed by high voltage electrical transmission lines. South of this, the property is vacant.

PROPOSED LAND USE:
The developer proposes the construction of a multi-family residential development, concentrated on the portion of the site south of High Country Trail and the electrical transmission lines, consisting primarily of market rate apartments. The proposed development consists of four three-story apartment buildings, three two-story apartment buildings, a clubhouse with apartments above, a fitness center, outdoor amenities, and on-site surface parking. The portion of the site north of High Country Trail is proposed to remain as is described under present land use.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Interstate 17; Auza Homestead zoned Rural Residential (RR)
East: Vacant parcel zoned Highway Commercial (HC); The Lodge Apartments zoned High Density Residential (HR)
South: Single Family Homes zoned Single Family Residential (R1)
West: Timber Trails Apartments zoned Medium Density Residential (MR); Single Family Homes zoned Single Family Residential (R1)

I. Project Introduction

A. Background

The development site to be rezoned is approximately 11 acres comprised of two contiguous parcels located just west of the intersection of High Country Trail and Lake Mary Road. The property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, since before Flagstaff was incorporated. The Auza property has been impacted by the construction of Interstate 17 at the north end of the property, the bisection of the property by High Country Trail, and an electrical utility easement for the high voltage electrical transmission lines along the south side of High Country Trail.

The Auzas would like to maintain the existing single-family house constructed in the 1980's and located on the north side of High Country Trail. This Direct to Ordinance Zoning Map amendment proposes to rezone 11 acres, primarily located south of High Country Trail, from Estate Residential (ER) to Medium Density Residential (MR). The electrical utility easement running along the south side of High Country Trail prohibits any structures from being constructed near the street. This pushes the proposed development to the far southern portion of the property, adjacent to the existing single-family residential neighborhood.

This project was originally submitted as PZ-17-00218-02 for a 173-unit multifamily residential development with a 16.11 acre project area that included parcels both north and south of High Country Trail. Concerns were raised by staff regarding the proposed concentration of density, proximity to adjacent single-family homes, and the amount of grading on the site. After much consideration, Staff arrived at a recommendation of denial. The Planning and Zoning Commission heard the case on May 22, 2019 and made a recommendation to City Council of denial. A recording of this meeting may be reviewed on the City's website: https://flagstaffaz.new.swagit.com/videos/55447
Following the Planning and Zoning Commission hearing, the applicant decided to withdraw the rezoning request. Council did not hear the case.

Since then the applicant has made significant changes to the project including a change in the parcels requested to be rezoned. The current application is a request to rezone only two parcels. One parcel includes some property north of High Country Trail, but the majority of the area (9 out of 11 acres) is located south of the road. The current proposal has decreased density from 173 to 160 units. The applicant has increased the setbacks from the adjacent homes. This has resulted in a significant number of existing trees being saved and dramatically reducing the amount of grading along the south property line. The current proposal will retain all stormwater on site in underground vaults, eliminating the need for a deep retention basin in the area set aside as civic space. This improves the quality of the required public civic space.

B. Proposed Rezoning and Development Plan

The developer, Trinsic Acquisition Company LLC, is requesting rezoning approval to permit the development of an apartment complex consisting of 160 units. The four three-story buildings, three two-story buildings, and the two-story clubhouse will include 160 units. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed/1 Bath	112	70%
2 Bed/2 Bath	48	30%

The minimum density requirement in the MR zone is 6 units per acre and the maximum density allowed is 9 units per acre (within the RPO). Based on the entire project area (11 acres) 99 units are allowed. With the inclusion of 20% affordable units, Zoning Code Division 10-30.20 allows for a 45% density bonus (refer to Table 10-30.20.050.A). Because the site plan includes 20 units (20%) that qualify as Category 1 of the city's affordable housing program, an additional 45 units are allowed for a total of 144 units. Zoning Code Division 10-30.70 also allows for a 25% density bonus through the utilization of sustainable building practices, allowing for another 25 additional units, for a total of 169 allowed units (refer to Table 10-30.70.030.A). The proposal isfor 160 units.

The project will also include a 5,545 square foot leasing office/clubhouse with 4 apartments on the second floor, a 1,615 square foot fitness center, and a 400 square foot ramada. Site access will be provided from two driveways on West High Country Trail. There are 242 surface parking spaces, including 8 ADA accessible parking spaces. The project will also be required to provide a minimum of 14 exterior bicycle parking spaces. The site plan indicates 3 bike racks (with 5 spaces each) located on the site, for a total of 15 bicycle parking spaces.

The MR zone permits a maximum building height of 35 feet, or 40 feet for buildings with roofs with a pitch of 6:12 and greater. The highest roofline of the proposed buildings will be 40 feet from finished grade with an increased roof pitch.

II. Staff Site Plan Review

On August 10, 2020, the Inter-Department Staff (IDS) approved a new application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 11 acres will be rezoned to the Medium Density Residential (MR) zone. Development of the site will be conditioned to the approved site plan and a final development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, open space and civic space areas, resource protection plan, preliminary landscaping, building floor plans and elevations, and site sections.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Unfortunately, the existing electric utility easement along the south side of High Country Trail does not allow for "building forward" design on the southern portion of the site, a zoning code requirement. Typically, the buildings would be located 10-15 feet from the property line, and parking would be located to the side or behind a building. As the utility easement does not allow buildings to be constructed within it, the easement is utilized as surface parking and the required civic and common open space. The parking, at its closest location to the street, is set back at least 50 feet. The developer proposes to locate the taller buildings towards the center of the site while the lower, two-story buildings are placed closer to the existing single-family homes. The developer has also provided an increased setback along the southern and southwestern edges of the site to help buffer the existing homes from the development and protect the existing trees. The portion of the site north of High Country Trail contains the majority of the required tree resources, approximately 70 of the 130 protected trees and 60% of the tree points.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved, but the Affordable Housing incentive allows that protection rate to be reduced to 25%. The developer proposes to save 28.28% of the existing tree resources. The developer is locating the majority of the required tree resources on the northern portion of the site (approximately 70 trees, including 9 trees with a DBH over 25 inches for 60% of the total tree points). This area will not allow any public or resident access, and staff is requiring a tree resource easement to be placed over this portion of the property. The southern portion of the development is designed to save 60 existing trees including 2 trees with a DBH over 25 inches.

iii. Open Space & Civic Space

The MR zone requires 15% of the gross lot area to be Common Open Space (Table 10-40-30.030.G). A minimum of 71,943 square feet of open space is required for the proposed residential project. The developer's provided Open Space Plan Preliminary (Sheet A1.12) identifies 79,983 square feet (1.84 acres) of common open space, which is 17% of the site area. Most of the open space (66,160 square feet) is located within the electrical utility easement. The remainder of common open space (13,823 square feet) is located around the leasing office/clubhouse and the play area in the southwest corner of the site. None of the Common Open Space is located to the north of High Country Trail.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to

provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 23,981 square feet of civic space is required for this project. The site plan identifies a total of 29,000 square feet (0.67 acres) of civic space within the residential development. The civic space is located in the electrical utility easement adjacent to the proposed FUTS path and behind the future bus stop. The area is indicated as a meadow landscape/ wildflower garden with a native grass and wildflower seed mix on the landscape plan. There is a stabilized granite trail and two benches. Staff believes that this Civic Space is an amenity and provides a benefit to the community within the constraints of the electrical utility easement.

iv. Pedestrian and Bicycle Circulation Systems

The developer will be removing the existing 5-foot-wide sidewalk along the south side of High Country Trail and replacing it with a 10-foot wide FUTS. While the sidewalk was located directly behind the street curb, the FUTS will be located further from the edge of the street. This 5-foot plus buffer between pedestrians and bicycle riders and the street, will greatly increase pedestrian safety and comfort. The length of FUTS along the developer's frontage does not currently tie into the existing FUTS trails, but rather ties back into the sidewalk. The developer has committed to construct the additional lengths of FUTS (west to South Wild West Trail and east to South Lake Mary Road) if the City is able to obtain the required property rights from the Ponderosa Trails HOA who owns the land. The developer has declined staff's requests to provide sidewalk improvements along their frontage on the north side of High Country Trail.

On the southern portion of the site, the developer has proposed sidewalks connecting the buildings, parking areas, and common amenities.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Due to the location of the high voltage electrical transmission lines and their easement the buildings are not constructed along the street. Likewise, the street frontage lacks the typically required landscaping since trees are not permitted in the easement.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development reads as more intense due to the concentration of density. There are three parcels to the northeast which are also zoned MR. The eastern development is two-stories, the center development is one and two-stories, and the development farthest to the west is three-stories. The existing apartment complex to the east (adjacent to the proposed development) is three-stories but is zoned High Density Residential. The proposed development contains buildings visible from the street that are three-stories high and over 100-feet long.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer has provided a conceptual landscaping plan, showing all landscape areas and plant locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. Unfortunately, the electrical utility easement does not allow any trees to be planted within it. The required number of trees will be located elsewhere on the site. A final landscape plan will be reviewed at the time of civil plan submittal.

vii. Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual outdoor lighting plan. A final lighting plan will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units, affordable units, and guest parking, 266 spaces are required. Since the development is located within a quarter mile of a bus stop, the developer has taken a 10% reduction in the number of required spaces resulting in 240 required parking spaces. The proposed development includes 242 surface parking spaces, including 8 ADA accessible parking spaces.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property. The report identifies all existing construction on the north side of High Country Trail as modern construction and not historic resources. At least two archeological sites previously identified on the subject properties have been removed. Although the "homestead" may be significant to the Auza family, the property holds limited value to the community since the historically significant sites have been destroyed.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development is 42 vehicles/hour in the a.m. and 71 vehicles/hour in the p.m. According to the Standards, a level one analysis was appropriate, requiring the consulting engineer to analyze the intersection of Lake Mary Road and High-Country Trail, as well as the two site access driveways.

CivTech, the engineering consultant for the developer, completed a TIA in June of 2018. Due to the lapse of time, the Analysis was considered no longer valid so a new report was required. CivTech conducted turning movement counts at Lake Mary Rd. and High Country Trail., from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. on January 20, 2020. The data was entered into an engineering software program, Synchro 10, to analyze the Level of Service (LOS) under existing conditions (LOS is a measure of the average delay a driver will experience at an intersection, graded on a scale from A – F). Then, the estimated turning movements generated by the development were added to the program to analyze the post development conditions at full build out. The software output revealed that the intersection is currently operating at an overall LOS of B in the a.m. peak hour and a LOS of B in the p.m. peak hour, while no individual movement operated below LOS C. With the trips from the development added, the a.m. peak hour will continue to operate at a LOS of B and the p.m. peak hour will operate at a LOS of B, again with no movement operating below LOS C. The Engineering Standards allow for an intersection to function at or above a LOS of D. When the LOS drops below D, improvements are required to mitigate the conditions back to an acceptable LOS.

Both access driveways were also analyzed with respect to site distance and turn-lane requirements. The easternmost driveway was originally proposed adjacent to the eastern property line, however, staff required that it be moved to the current location, where it meets standards for site distance. The southernmost driveway also meets standards for site distance.

The cross-section of High Country Trail includes a continuous left-turn lane at each of the two driveways. The volume of peak hour right- turns into each of the driveways was below the threshold for requiring

right- turn deceleration lanes.

Transportation Improvements
No off-site traffic improvements will be required.

The existing frontage conditions along High Country Trail include five-foot wide sidewalks at back of curb along both the north and south sides of the street. Current Engineering standards call for a five-foot parkway and a five-foot sidewalk. The developer has refused staff's request for new parkway and sidewalk along the north side of High Country Trail. The existing northern sidewalk will remain in its current condition. The proposed site plan calls for existing sidewalk along the south side of the street to be removed. In its place the developer will construct a new ten-foot wide concrete FUTS trail. The proposed FUTS trail will not connect to the existing FUTS sections west of Wild West Trail or along Lake Mary Road, but will tie back into the existing sidewalks to the west and east of the property.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on June 1, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water
All public water infrastructure exists in the High Country Trail right-of-way adjacent to this property. There is a 12-inch water main along the property frontage. All appropriate looping and second source requirements can be met. The property lies within the Zone "B" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. The developer will be required to provide a looped water system by extending an 8-inch diameter waterline from the existing 12-inch diameter main located in High Country Trail.

Wastewater
To provide sewer services to the project, the developer proposes to connect to an existing 8-inch stub out connected to a manhole which flows through the adjacent properties to the east before heading northeast to the Rio-de-Flag Wastewater Treatment Plant. The developer will provide new on-site sewer service consisting of an 8-inch line that flows east through the property to the manhole on the adjacent property. This will require the developer to get the necessary utility access. The capacity of the existing collection system downstream of this project is adequate to convey the existing and proposed flow rates and maintain the City's requirements.

iii. Stormwater Analysis

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation (detention), partial stormwater runoff volume mitigation (LID ROCV), improvement to the water quality of site discharges (LID), and retention of the runoff volume increase for the 100-year 24-hour storm. There are no proposed offsite stormwater improvements required with the inclusion of onsite retention for increase runoff volumes.

As part of the rezoning request a Drainage Impact Analysis (DIA) was performed. The drainage impact analysis extended from the project site downstream to the Sinclair Wash. The impact analysis studied the existing High Country Trail Street section, catch basins and storm drains for capacity. Results of the impact analysis show the street has the capacity to handle the 10-year design storm and 100-year flow being

contained within the Right of Way. As such, no offsite improvements within High Country Trail have been proposed.

Development of the site will meet the peak flow mitigation, LID volume mitigation and water quality requirements using sub-surface water storage systems classified as extended detention basins (EDB), which consist of a detention and a retention storage capacity as well as filtration components. Lower portions of the site will provide the water quality requirements through the use of oil and grit separators.

The project will provide the attenuation required to reduce the post development peak runoff to the pre-development rates for the 10-year and 100-year storms. The Water Quality Improvements consisting of sediment capture components will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment trapping isolator rows within the sub-surface storage systems, and filtration systems located outside of the EDB's.

The increase in volume of stormwater runoff discharged from the site will be mitigated by additional retention volume provided within aforementioned EDB's.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance Zoning Map 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, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Existing Suburban and is not located within an activity center on the Plan's Future Growth Illustration. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; the area may have access to public transportation. The City's desired

Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation.

The Regional Plan proposes a maximum density of 13 units per acre in Suburban areas. The overall density of the project is 14.5 units per acre (160 units /11 acres). However, the additional "bonus" units are not counted towards the calculated density, resulting in a calculated density of only 9 units per acre. As discussed, the site has several constraints, including the bisection of the property by both the road and the electrical transmission lines. The effect of these constraints is a concentration of density on the southern portion of the development, resulting in a perceived experience of 17.8 units per acre (160 units /9 acres), exacerbated by the bisection of the project by West High Country Trail.

Staff has identified the following Goals and Policies as most relevant to the current application proposal. This portion of the analysis is subjective in nature because some policies are given a higher weight in the analysis than others.

ii. <u>Applicable General Plan Goals and Policies</u>

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to work with the existing land forms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion and destruction of vegetation. Policy CC.1.1 identifies the goal of preserving the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine. The site has considerable topography and the proposed site plan utilizes significant grading, with retaining walls located along the east property line and south of buildings 6 and 7. The proposed retaining wall to the south is shown to be 8-10 feet high with a guard rail at the top. The retaining wall to the east is shown to be 3-almost 7 feet high with a guard rail at the top.

The revised site plan, with its greater setbacks and less severe grading, saves 60 trees on the southern portion of the site. This is a substantial increase in the number of trees which will serve to buffer the existing homes from the proposed development.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3. "Development requiring public utility services will be located within the Urban Growth Boundary," the Property is located within the Urban Growth Boundary. There is existing water infrastructure in High Country Trail and existing sewer adjacent to the site that can support the proposed project. There are no off-site improvements required for sewer or water service. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

c. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes to include several design features that help

increase energy efficiency as listed in the developer's narrative. The majority of these features are required by code and are standard construction practice. Policy E.2.4 encourages small-scale renewable energy production and use on the local level on appropriate residential parcels. The developer states that they will reconsider the inclusion of solar panels after construction if the cost benefit analysis is improved.

The developer has elected to participate in the City's Sustainable Building Program and will meet the requirements for Water Resource Protection, Transportation/Air Quality, Waste Reduction During Construction, and Energy Efficiency. In return, the developer shall receive a 25% density bonus (25 additional dwelling units).

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that 28% of the tree resources will be retained. The code requires 50% of the tree resources to be saved, but the Affordable Housing incentive allows that requirement to be reduced to 25%. The majority of the tree resources are located on the portion of the property north of High Country Trail.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically policies CC.3.1 and CC.3.2 discuss the desired design of buildings and their relationship to their context. The developer states that the architectural design was developed to be site specific and complement traditional design characteristics associated with Flagstaff. They feel the design is appropriate for the region and climate, and consistent with surrounding developments. They propose to use materials typical to Flagstaff construction such as cementitious lap siding and stone veneer and a color palette inspired by the surrounding earth and forest.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. The existing sidewalk along the south side of High Country Trail will be replaced with a FUTS trail. Unlike the existing sidewalks, the FUTS trail is set back from the edge of the street, creating greater safety for pedestrians. The developer has committed to continue the FUTS on either side of their property to tie into the existing FUTS. This offer is dependent on the City acquiring the necessary property rights from the Ponderosa Trails HOA. The developer turned down staff's request to replace the existing sidewalk along the north side of the street for the inclusion of parkways.

The site design is constrained by an existing 80-foot-wide electric utility easement along the south side of High Country Trail. The easement restricts buildings from being located close to the street as required by the Zoning Code. The developer has worked to provide clear pedestrian paths between the buildings and the FUTS trail.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, open space and pedestrian amenities, including the portion of FUTS along the street frontage.

The developer has repeatedly met with residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included,

engaged, and informed. The developer has modified their proposal in response to concerns of the neighborhood. The developer now proposes to provide a higher quality civic space for the community, and continues to work with city staff and the HOA for Ponderosa Trails to provide a complete connection to the FUTS trail.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open spaces, and programs for the benefit and improvement of the local residents. Staff is supportive of this suburban infill project that proposes multi-family development adjacent to public transit routes and possibly a complete FUTS trail system. The revised design includes additional pedestrian connections on site and natural buffers adjacent to the existing single-family homes. Policy LU.13.9 promotes the use of open space and FUTS trails to provide walking and biking links.

The proposed development will provide the community with 140 additional medium density market rate units (described by the developer as luxury) and 20 affordable housing units limited to individuals who make no more than 80% of the Area Median Income (AMI) of Flagstaff.

f. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

The proposed development will place residents within walking distance of two existing bus routes, will provide for future bus stops on High Country trail, and a FUTS trail. Staff hopes to obtain the necessary property rights necessary for the developer to complete the FUTS. Although the sidewalk on the north side of High Country Trail is not improved to current engineering standards, these pedestrian connections do help promote the use of public transportation and bicycling as stated in Policy T.1.6 "Provide and promote strategies that increase alternate modes of travel and demand for vehicle travel to reduce peak period traffic."

g. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors. The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is currently $42,150. Flagstaff Housing staff identified one-bedroom units for the proposed development to help fill a need in the community. The development will have 14 one-bedroom units and 6 two-bedroom units designated as affordable units.

The Regional Plan also aims to have compatible infill projects, specifically in Goal NH.6. The developer states that they choose the Medium Density Residential (MR) zoning district in an effort to blend new and existing buildings. Staff agrees that the allowable building height of 35 feet is appropriate given the existing multi-family structures and allowable heights to the south and to the east.

B. <u>Finding #2</u>

To meet the finding the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

The developer has identified the following Community Benefits and Public Good:

i. The developer will provide the FUTS trail across the frontage of the southern portion of the property and has committed to continuing the FUTS to the east and west of the parcel if the necessary property rights are acquired.
ii. The developer will provide the required civic and open space along the south side of High Country Trail.
iii. The developer will provide 20 units (20% of the allowed number of units) to individuals making 80% of the AMI and 140 market rate units.
iv. The proposed project will participate in the Crime Free Multi-Housing Program.
v. The developer will place a Resource Protection Easement on the acreage north of High Country Trail.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the developer and no off-site improvements are required to serve this development.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Require the property to be maintained as a single parcel
- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Resource Protection easement for the portion of the parcel north of High Country Trail
- Sustainability density bonus requirements

Staff is requiring an easement over the portion of the property located north of High Country Trail to ensure that the required tree resources located on the property are not removed and to prohibit further development, as any additional development rights/density have been utilized on the southern portion of the parcel.

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regards to this case on March 23, 2020 and July 1, 2020. Both meetings were held virtually due to the pandemic. Per the meeting sign-in, approximately thirty-five (35) individuals attended both meetings. Citizen Participation summaries, attached, were prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the developer and a question and answer session where questions could be typed into the chat. Comments on the project included the following topics: the area north of the road, open space requirements, traffic impacts, stormwater, views, and tree resources.

Two emails from the public has been received as of the writing of this report. The emails are from neighbors opposed to the development. Staff also received a letter from the president of the Ponderosa Trails HOA informing staff that a poll of the property owners was conducted and resulted in 88% of respondents opposing the rezoning, 11% in favor, and 1.5% did not have an opinion either way. Copies of the correspondence are attached.

RECOMMENDATION:

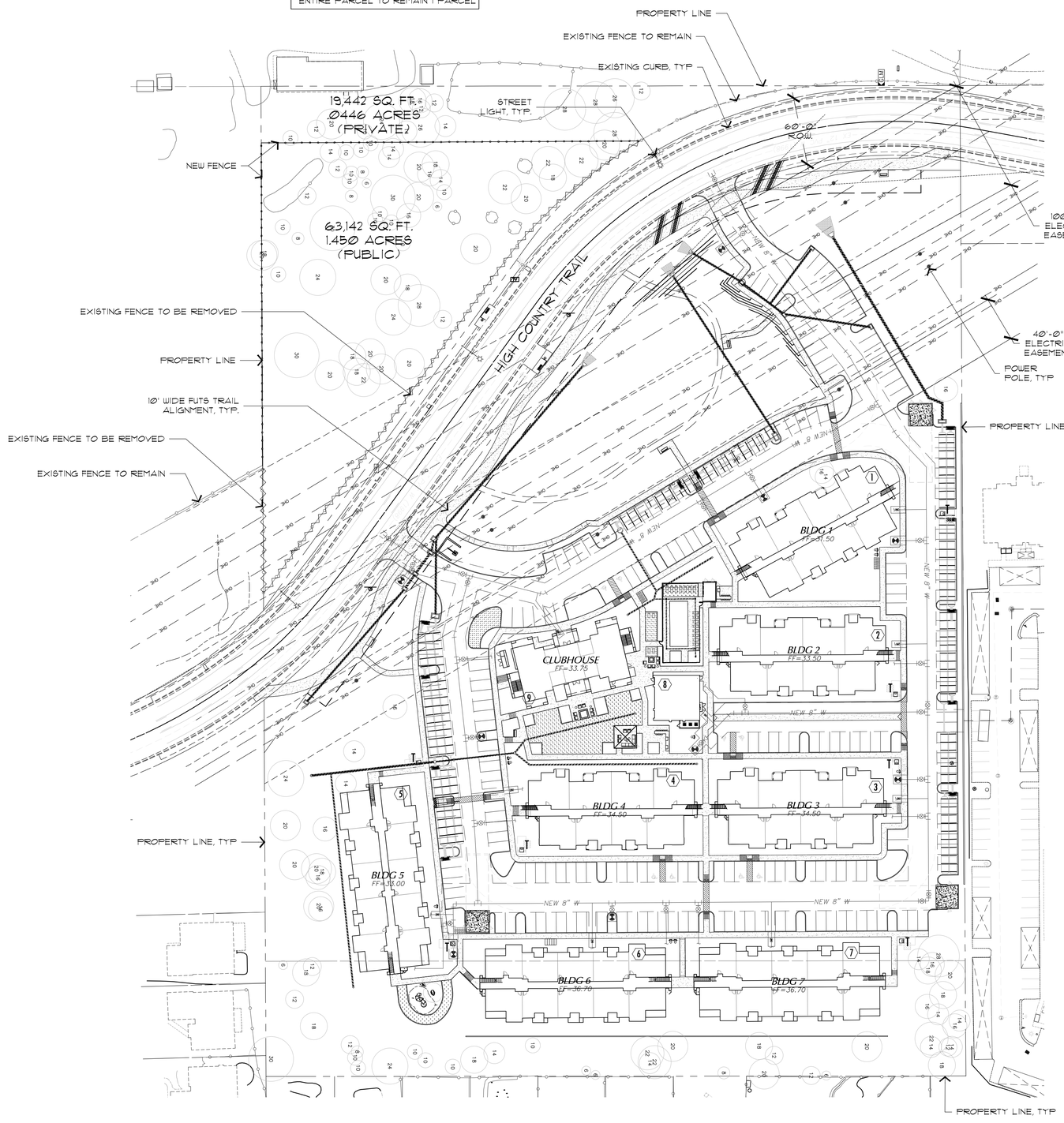
Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-20-00008-01, subject to the following six conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated August 10, 2020. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The two parcels must be combined and the approximately 2-acre portion of parcel 112-05-011 located north of High Country Trail shall remain a part of the parcel to the south.
3. The State archeological database must be updated to reflect the removal of archeological resources on the subject property.
4. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
5. All terms, conditions, and restrictions detailed within the "Aura Development Agreement" must be fully satisfied.
6. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classifications of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

Attachments:

- Applications
- Area Context Map
- Legal Notice
- Project Narrative and Regional Plan Analysis
- Citizen Participation Plan and Reports
- Emails/letters from the Public
- Approved Site Plan Drawings

ADDITIONAL NOTE
ENTIRE PARCEL TO REMAIN 1 PARCEL



FENCE LAYOUT PLAN
SCALE: 1"=50'-0"

0 25' 50' 100'

NORTH

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

COLLABORATIVE DESIGN STUDIO

Collaborative V
Design Studio Inc.
7116 East 1st Ave.,
Suite 103
Scottsdale, Arizona
85251
Office: 480-347-0590
Fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO.
46497
MATTHEW PAUL
DRAGER
ARIZONA, U.S.A.
4.19.2021

EXPIRES 06 / 30 / 2022

LANDSCAPE IMPROVEMENTS
AURA FLAGSTAFF

151 W. High Country Trail Flagstaff, Arizona 86001

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGNED BY: PV/SH
DRAWN BY: SH
CHECKED BY: PV / MD
DATE: AUGUST 21, 2018
REVISIONS: CITY COMMENTS JANUARY 24, 2019
CITY COMMENTS FEBRUARY 19, 2019
CITY COMMENTS JANUARY 7, 2020
CITY COMMENTS APRIL 20, 2020
FENCE LAYOUT PLAN APRIL 19, 2021

AURA FLAGSTAFF
SITE PLAN SUBMITTAL

FENCE LAYOUT PLAN

FENCE-1

1 of 1

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the ___ day of _____, 2021, by and between the CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation (the "**City**") and AUZA FLAGSTAFF, LLC (the "Owner") AND TRINSIC ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "**Developer"**). The City and the Developer are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. AUZA FLAGSTAFF, LLC (the "Owner") owns that certain real property located west of the intersection of Lake Mary Road and High Country Trail in Flagstaff, Arizona, which consists of approximately 11 acres and is more particularly described on **Exhibit A** (the "**Property**").

B. It is the desire and current intention of the Developer to develop a 160-unit multi-family residential community on the south side of the Property (the "**Project**").

C. It is the desire and current intention of the Owner that upon approval by City Council of the rezoning of the Property as described in **Section 2** below, the Developer will acquire the Property, on which the 160-unit multi-family residential community will be constructed. The Developer is under contract with the Owner to purchase the Property upon which the Project will be constructed, and is authorized to make the commitments described herein.

D. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

E. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, designating twenty (20) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary site plan for the Project (the "**Site Plan**"), a copy of which is attached as **Exhibit B** and incorporated by reference in this Agreement.

F. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and the Developer believes that the development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Recitals**. The recitals above, A through F are incorporated into this Agreement.

2. **Implementation of the Concept Plan through the Rezoning.** The Developer has submitted an application for a direct to ordinance zoning map amendment to rezone the Property from Estate Residential (ER) to Medium Density Residential (MR) in accordance with the Site Plan. The Developer acknowledges that the City Council has absolute discretion to approve or disapprove the proposed zoning. The Parties acknowledge that certain conditions (the "Rezoning Conditions") will be approved separately in connection with the rezoning. In the event a conflict exists between the language set forth in one or more of the Rezoning Conditions and the terms of this Agreement, the Rezoning Conditions shall govern.

3. **Division and Combination of Parcels.** Following the zoning map amendment approval, the Developer will acquire the Property and file a lot combination with the City to combine the parcels that are subject to the zoning map amendment into one parcel. The final configuration of the parcels within the Property is shown in **Exhibit C**. The Property must be maintained as a single parcel as depicted in Exhibit D; this parcel cannot be split for the life of the Project. This paragraph survives the termination of this Agreement.

4. **Development Standards.** Unless otherwise modified by this Agreement, the development of the Property shall be governed by the City's ordinances, rules, guidelines, and policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement as well as any Rezoning Conditions and requirements set forth in this Agreement; provided, however, that Developer shall obtain certificate of occupancy for the multi-family housing development described in **Section 5** below within five (5) years following the effective date of this Agreement. The Developer's failure to obtain certificate of occupancy for the entirety of the multi-family housing development within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential (MR) zoning on the Property to its former zoning classification of Estate Residential (ER), in accordance with Arizona Revised Statutes § 9-462.01. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4.1 Unit Count: The Project shall be limited to a maximum of 160 dwelling units.

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5. **Project Description.** The Project contemplated by this Agreement shall consist of a multi-family housing development consisting of one-hundred sixty (160) rental units on the 9-acre southern portion of the Property as set forth in the Site Plan attached hereto as Exhibit C, which include one hundred and twelve (112) one-bedroom units and forty-eight (48) two-bedroom units. Twenty (20) rental units will be permanently affordable and subject to the Affordability Plan, which is described in **Section 11** below. The Developer may request subsequent amendments to the Site Plan in accordance with the Flagstaff Zoning Code. Notwithstanding the forgoing, the unit mix may be modified no more than ten percent (10%) without City Council approval.

5.1 Pickleball Court: The Developer agrees to construct three 20' x 44' concrete pads for public recreational use within the Project's public open space area adjacent to High Country Trail.

5.2 Electric Vehicle Charging: The Developer shall install one (1) dual port electric vehicle charging station and pre-wire the necessary conduit and junction boxes for two (2) additional dual port electric vehicle charging stations prior to obtaining a Certificate of Occupancy for the Project from the City of Flagstaff

5.3 Recycling: The Developer agrees to provide recycling collection services at all solid waste enclosures within the Project.

5.4 Bicycle Storage and Amenities: The Developer agrees to provide a minimum of three (3) indoor bicycle storage spaces within the Project clubhouse building and a bike repair station with tools and vending for typical bike repair components. Additionally, Developer agrees to provide covered bicycle parking for five (5) of the outdoor bicycle parking spaces within the Project.

5.5 Lease Terms: No lease or rental agreement shall be for a period of less than thirty (30) days.

6. **Standards.** All public works facilities and infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards.

7. **Construction of Public and Private Improvements.**

7.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements

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to be constructed, with the exception of the FUTS trail extension on the Property as described below in **Section 8.3**.

7.2 The Developer shall meet all City of Flagstaff storm water, pre vs post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and site plan, and as shown on the approved civil construction plan.

7.3 Per the Aura Flagstaff Public Water & Sewer Impact Analysis prepared by the City of Flagstaff dated June 1, 2018, no off-site infrastructure improvements are required other than to serve the Project.

7.4 Developer shall extend the FUTS trail in accordance with all applicable City standards for trail width, paving, drainage, lighting, landscaping, and all other necessary requirements, through a portion of the Property, as generally depicted on the Site Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer shall be responsible for all maintenance and snow removal operations of the portion of the FUTS trail extension on the Property.

7.5 Per the Traffic Impact Statement ("TIS") for the Project prepared by CivTech, Inc. dated February 3, 2020 and submitted to the City of Flagstaff, traffic from the completed Project will have a minimal effect on existing conditions in the surrounding area and no mitigation measures are warranted or recommended. The Developer will work with the City to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines.

8. **Dedication of Public Easements.** Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

8.1 As part of the development of the Property and to facilitate the expansion of FUTS, the Developer agrees to dedicate a twenty (20) foot wide FUTS easement (the "Easement") to the City and to construct the trail system in the configurations and dimensions depicted in the Site Plan as part of the public improvements. The Developer shall dedicate the FUTS easement to the City concurrently with the approval of the civil plan set for the Project. The Developer agrees that the construction of the trail system will coincide with the development of the Property.

8.2 In order to preserve the required forest resources, including those described below in **Section 13**, the Developer agrees to dedicate a resource protection easement for the approximate 1.93 acres of the Property on the north side of High Country Trail as identified in the Post Development Resources plan attached as **Exhibit D**.

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9. **Resource Protection.** The Parties acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Property. The Developer understands that it shall maintain twenty-five percent (25%) of the existing forest resources in their natural state. See **Section 13.3** below regarding the reduction in required forest resource preservation on the Property from fifty percent (50%) to twenty-five percent (25%).

10. **Affordable Housing.** Developer agrees to provide an affordable housing contribution of twenty (20) percent of the number of units allowed before the density bonus is applied, or twenty (20) of ninety-nine (99) allowable dwelling units. Developer shall provide for the long-term management of these units for households earning up to eighty percent (80%) of the Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD), or its successors, for thirty (30) years after the units are placed into service. Developer will comply with the affordable housing requirements set forth in the Affordability Plan attached as **Exhibit E**, attached hereto and incorporated by reference. The Affordability Plan may be modified only with the express written consent of the City of Flagstaff Housing Director.

Developer's property manager shall not discriminate against an applicant's source of income, and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

The provisions of **Section 10** shall survive the termination of this Agreement.

11. **Sustainable Building Program Density Bonus.** In order to meet the applicable density bonus criteria in Zoning Code Section 10-30.70.030 the Developer commits to meeting the HERS 50 standard for all units, which entitles the developer to 25 bonus units. However, in the event that City of Flagstaff adopts an equivalent density bonus for an alternative sustainability program, Developer shall meet the requirements of the alternative equivalent sustainability program instead of meeting the HERS 50 standard. The contemplated alternative sustainability program shall include the following requirements as approved or modified by Flagstaff City Council:

- All-electric buildings within the project and no gas infrastructure to any residential building with exception only upon approval of the Sustainability Director for good cause shown; and
- Achievement of green building standard, 2020 National Green Building Standard (NGBS) (ICC-700) Bronze level; and
- Whole building energy simulation showing minimum 15% improvement over current energy code.

Accordingly, the development will meet the minimum sustainable building standards outlined in Section 10.30.70.040 of the Zoning Code:

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11.1 Water Resource Protection: The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050(C), Oasis Allowance, and Section 10-50.60.060, Hydrozones.

11.2 Transportation/Air Quality: The development site is located within at least one-quarter mile of a bus stop; and, the development is located within at least one-quarter mile of a FUTS trail or connected to it; and, residential electrical systems are designed for electric vehicle charging.

11.3 Waste Reduction During Construction: A plan for the recycling or reuse of all paper, cardboard, plastics, and metals; and, a plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill

11.4 Energy Efficiency: If the Developer applies the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, shall obtain independent third-party verification that the minimum HERS rating has been achieved to the satisfaction of the Director and the Building Official before the density bonus is applied.

12. **Crime Free Multi-Housing Program.** Following completion of construction of the Project, the Developer shall work with City of Flagstaff to join and participate in the City of Flagstaff Crime Free Multi-Housing Program.

13. **Incentives.** In recognition of the Developer's agreement to set aside twenty (20) units for affordable rental housing purposes and utilize the City's sustainable building bonus, the City has approved the following incentives for the Project:

13.1 A density bonus of forty-five (45) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

13.2 A density bonus of twenty-five (25) units has been applied in accordance with Zoning Code Section 10-30.70.030.

13.3 A fifty percent (50%) reduction in the forest resource protection requirement per Zoning Code Table 10-30.20.040.B.

13.4 A reduction of 16 required parking spaces per Zoning Code Table 10-50.80.040.A.

14. **Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City: To Developer:

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City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

Todd Gosselink
Trinsic Acquisition Company
4040 E. Camelback Road Suite 222
Phoenix, AZ 85018

Copy To:

City Attorney
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

15. **Default and Remedies.**

15.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

15.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

15.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

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15.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 16.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

15.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

15.6 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

16. General Provisions

16.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

16.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

16.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property and only by a written instrument recorded in the official records of Coconino County, Arizona expressly assigning such rights and obligations. Any such transfer or assignment shall not be valid as to the City until written notice has been sent to the City in accordance with **Section 14** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

16.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

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16.5 Authority. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

16.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

16.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

16.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against any Party to it or against the Party who prepared the last draft.

16.9 Counterparts. This Agreement may be executed by the Parties in two (2) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

16.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

16.11 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for a term of thirty (30) years from the date the affordable units are placed into service.

16.12 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided in **Section 16.1**. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The parties acknowledge and agree that this Agreement is to be read and interpreted with the ordinance approving the zoning map amendment.

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16.13 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

16.14 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal, or change of venue to any other court. This **Section 16.15** shall survive termination of this Agreement.

16.16 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

16.17 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by the City and the Developer.

16.18 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the Developer to construct the Project.

16.19 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

16.20 Proposition 207 Waiver. Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection

DRAFT

with the application of the City's existing land use laws and including Ordinance Number 2020-21 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2020-21, upon the Property.

16.22 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

16.23 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

16.24 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

16.25 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

16.26 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant, or condition of this Agreement.

[Signatures on Following Pages]

DRAFT

DEVELOPER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of _____, a(n) _____ _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

OWNER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of _____, a(n) _____ _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

DRAFT

CITY

CITY OF FLAGSTAFF, an Arizona municipal corporation

By: _____
_____, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

STATE OF ARIZONA)
) ss.
County of_____)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 2021, by_____, the Mayor of the City of Flagstaff, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Aura Flagstaff

Direct to Ordinance

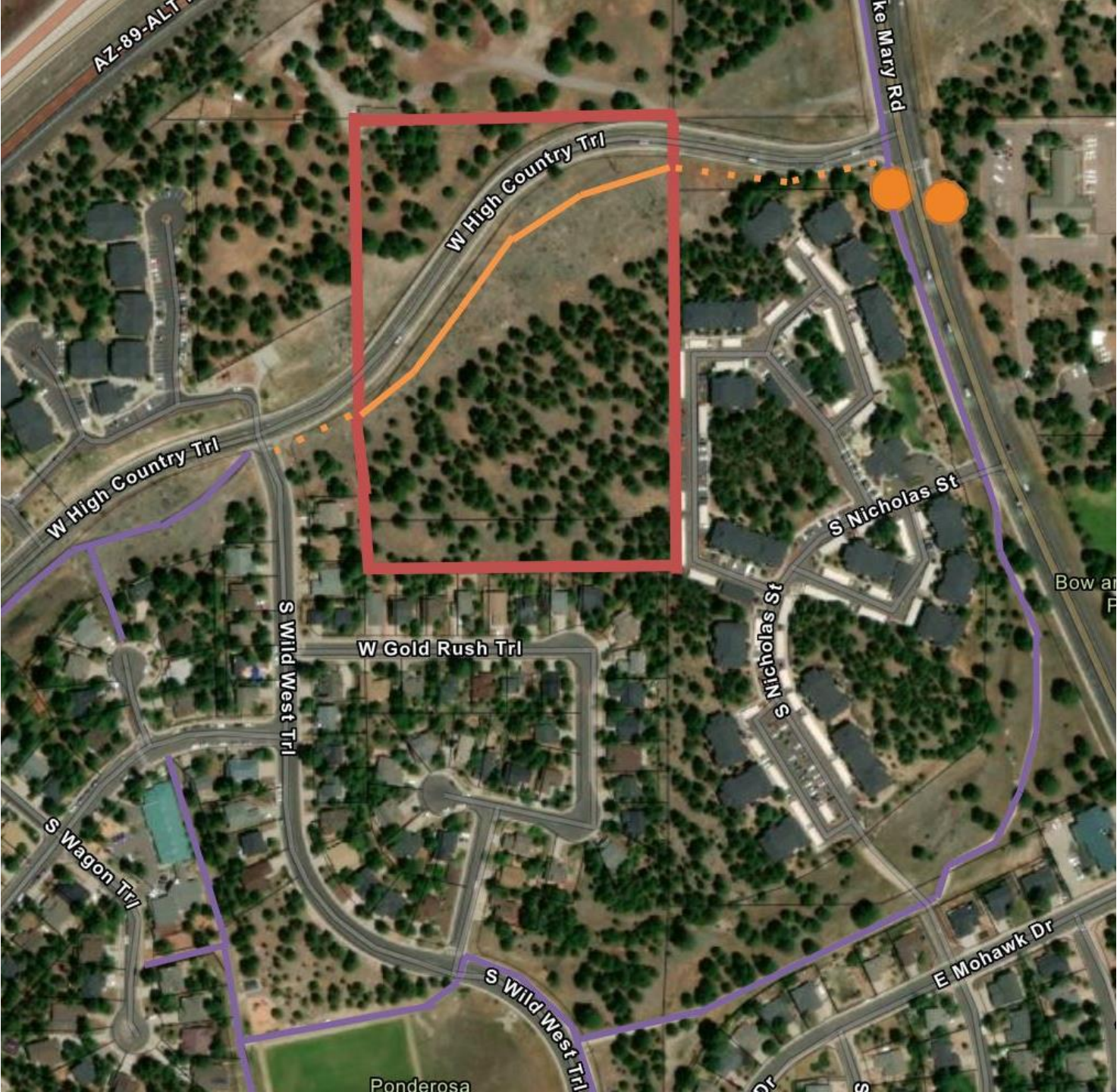
Zoning Map Amendment

Alaxandra Pucciarelli

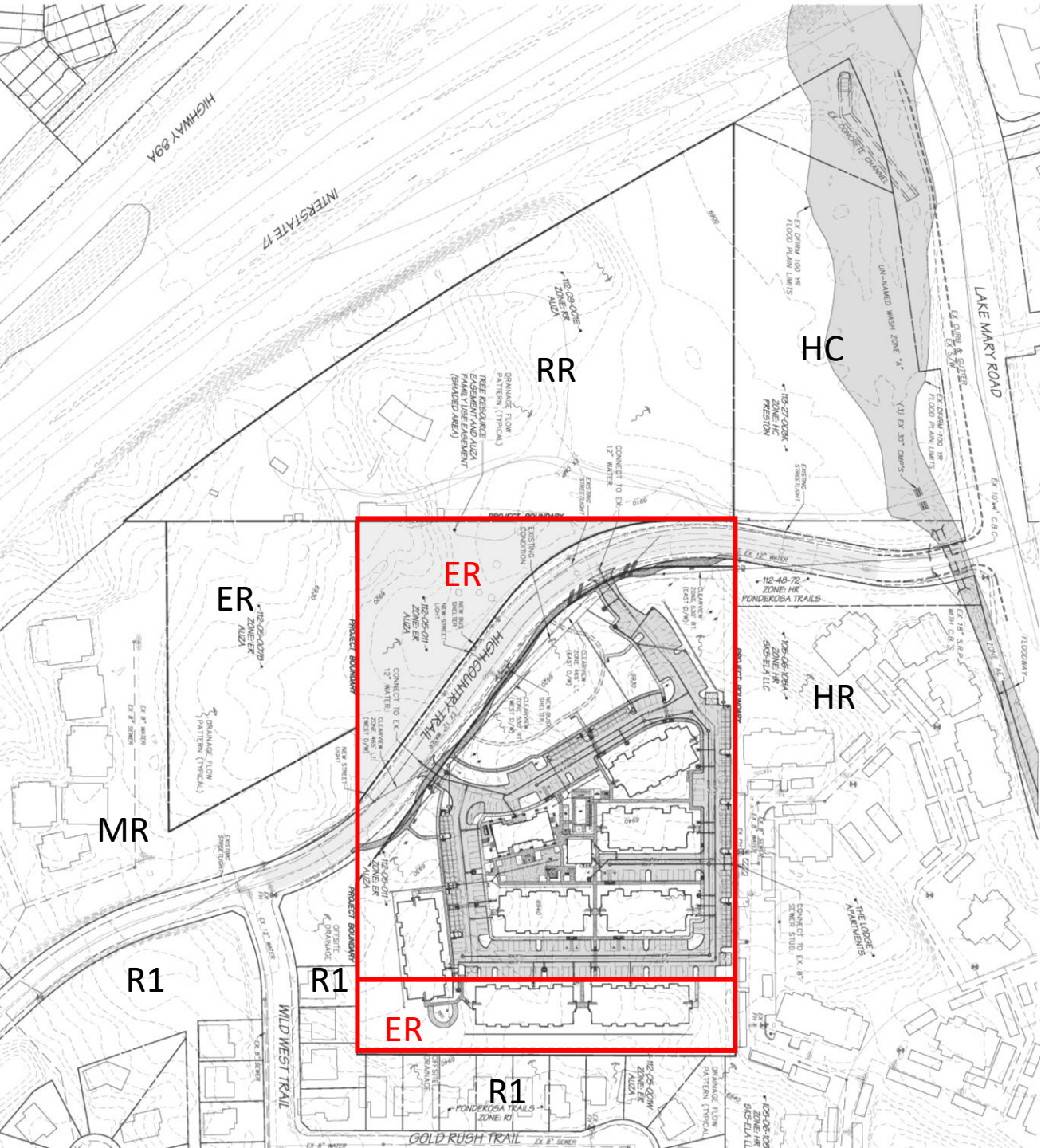
Planning Development Manager

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Area Context Map



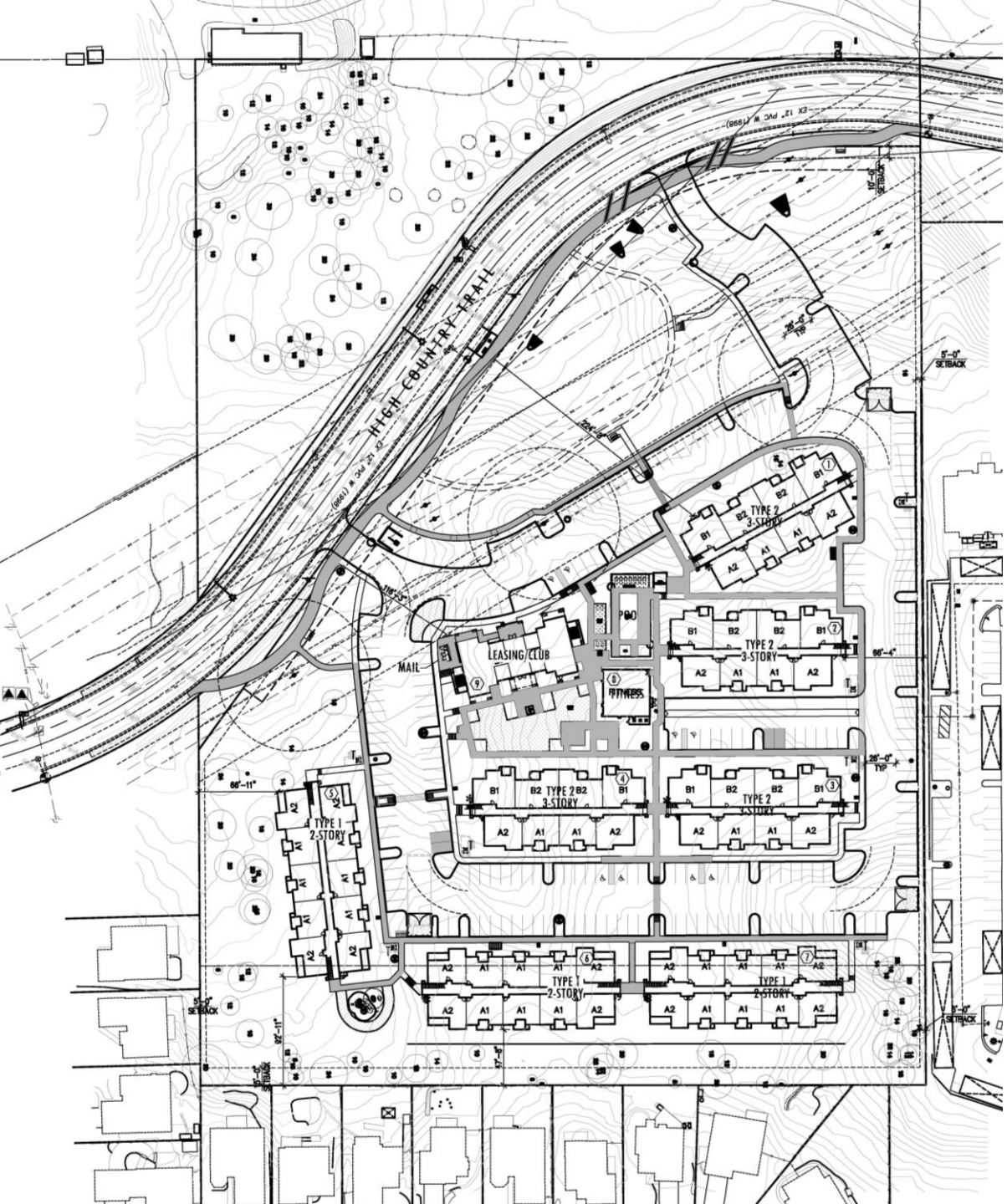
Project Area

Existing Conditions

- 2 Parcels
- 11 Acres
- ER zone with RPO

Proposed

- 1 Parcel
- MR zone with RPO



Proposed Density

- MR zone allows 6-9 units per acre in RPO
- 11 acres x 9 = 99 units
- 99 x 20% = 20 affordable units
- 99 x 45% density bonus = 45 additional units
- 99 x 25% sustainability bonus = 25 additional units
- 169 allowed units
- 160 proposed units

Incentives

Affordable Housing Incentives

- Provides 20% affordable units (20 units)

- Receives 45% density bonus (45 units)
- Receives reduction in forest resource protection
- Receives reduction in required number of parking spaces

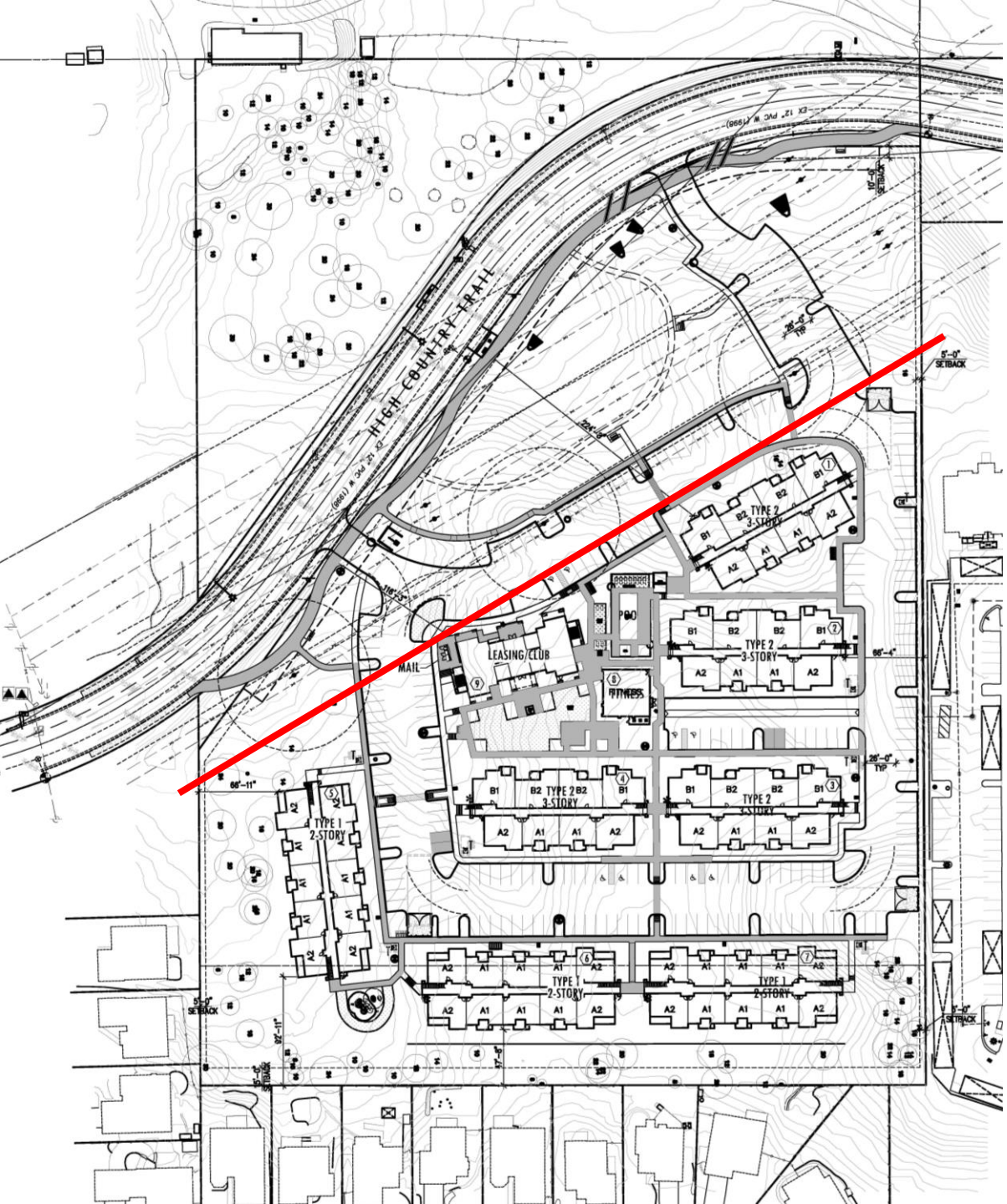
Incentives

Residential Sustainable Building Incentives

Minimum Standards:

- Water Resource Protection: Landscape design shall not include an oasis zone
- Transportation/Air Quality: Located within ¼ mile of a bus stop or a FUTS trail
- Waste Reduction During Construction: Plan for recycling of paper, cardboard, plastics, and metals; and lumber scraps
- Energy Efficiency: 100% of units meeting HERS 50 standard

Receives 25% density bonus (25 units)



Site Layout

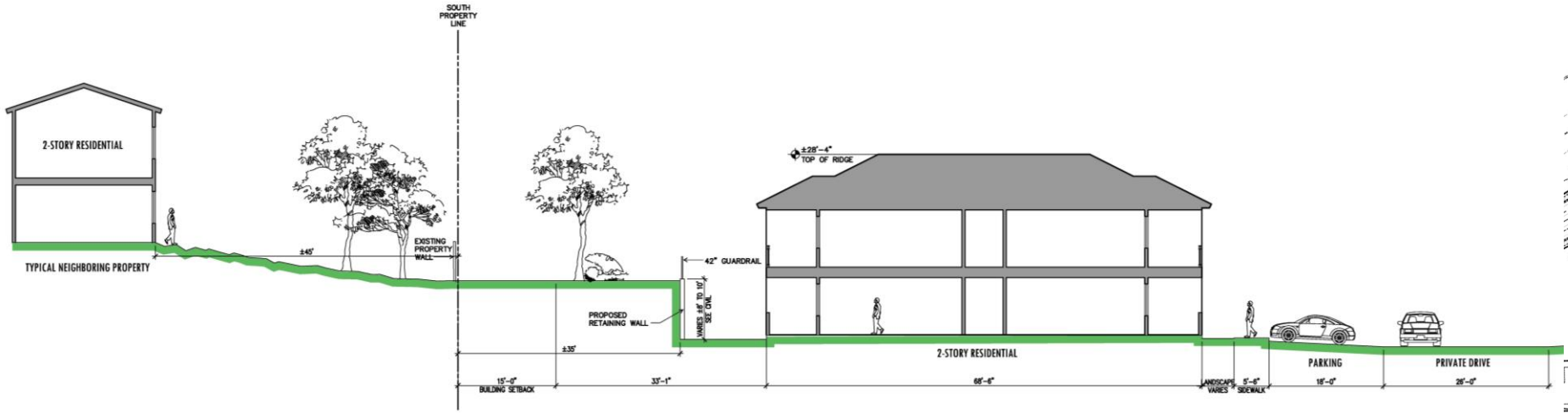
- Electrical Utility Easement
  - Prohibits buildings and trees
- 2 and 3-story apartment bldgs

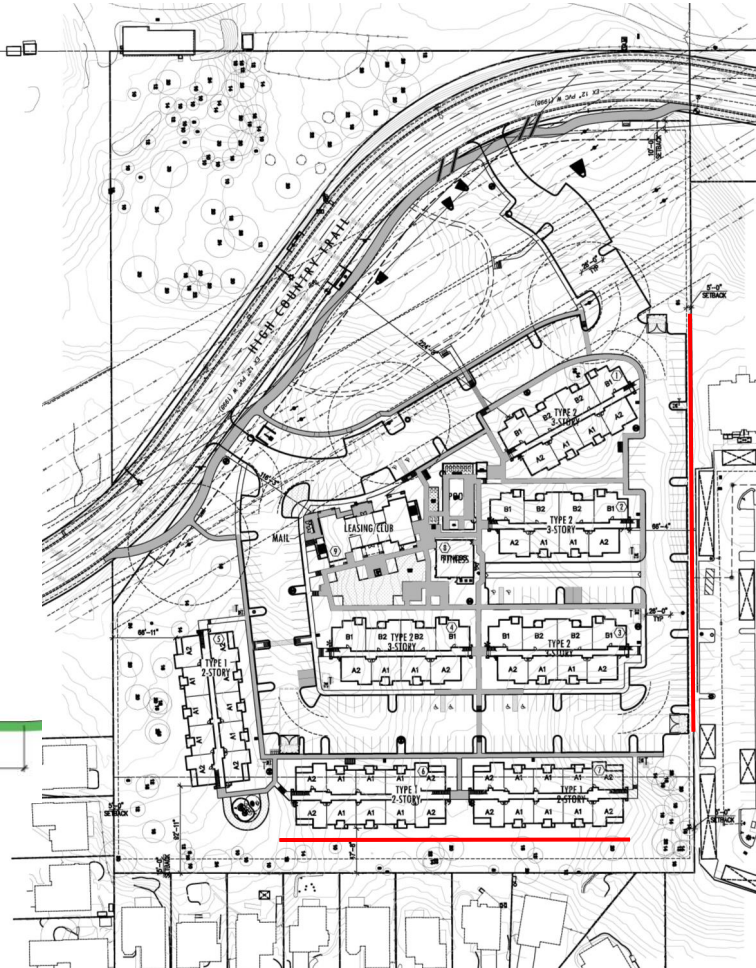
Unit Type	Number	Percentage
1 Bed/1 Bath	112	70%
2 Bed/2 Bath	48	30%

Site Design

Site Retaining Walls

- 10 feet high max. at south wall
- 7 feet high max. at east wall

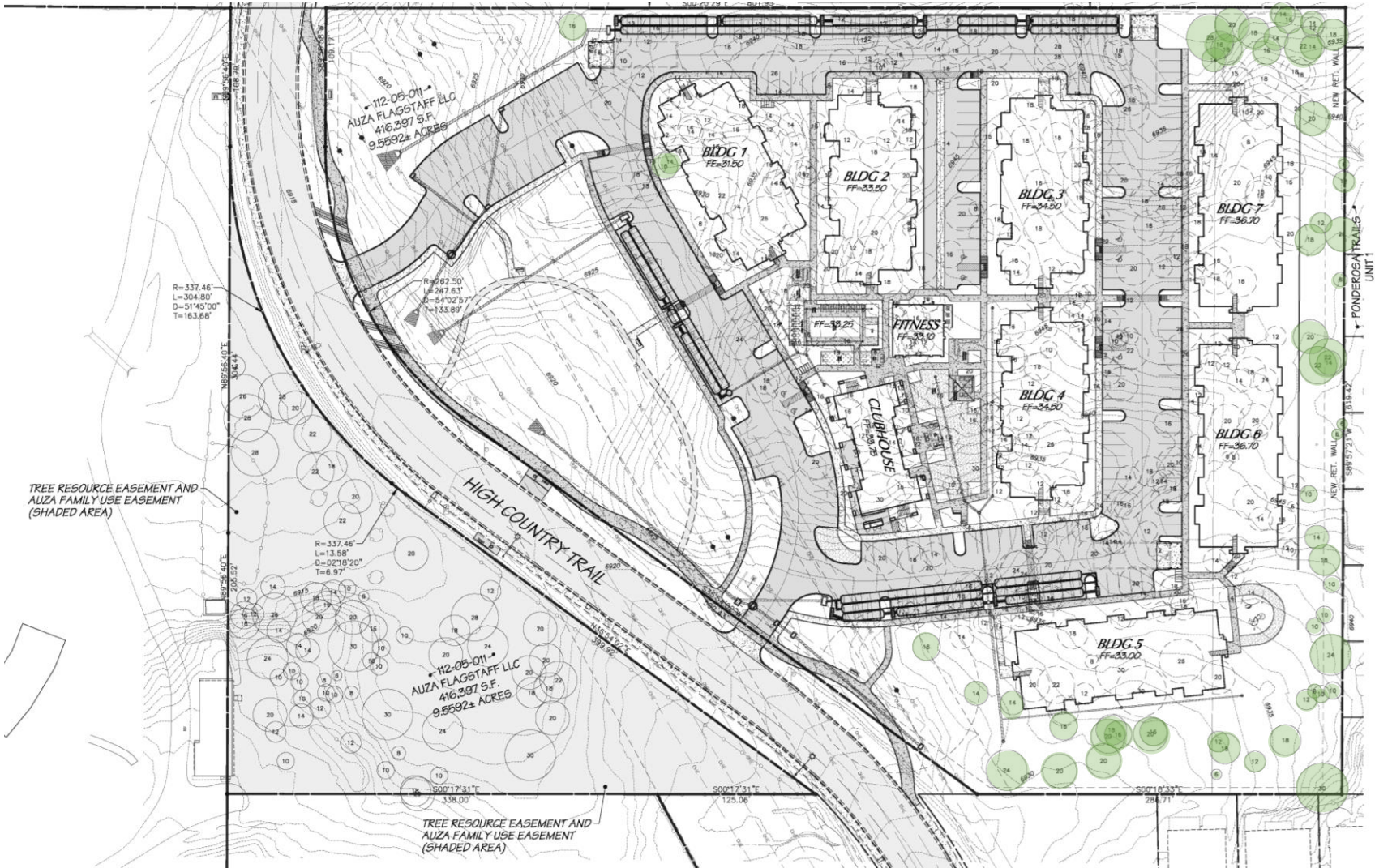




Resource Protection

Resource Protection Overlay

- Proposed design saves 28% of tree canopy
  - 70 trees saved on north portion (60% of saved tree resources)
  - 60 trees saved on south portion



Common Open Space & Civic Space

Civic Space (accessible to public)

- Provides 5% (29,000 sq ft)
  - Located in electrical utility easement
  - Meadow landscape/wildflower garden
  - Stabilized granite trail and 2 benches

Common Open Space (tenants)

- Provides 17% (79,983 sq ft)
  - 83% (66,160 sq ft) located in easement
  - 17% (13,823 sq ft) located around leasing office/clubhouse and play area
  - None located north of High Country Trail



Development Agreement

Purpose of the agreement:

- Require the property to be maintained as a single parcel
- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Resource Protection easement for the portion of the parcel north of High Country Trail
- Sustainability density bonus requirements

Findings

Finding #1: Conformance with the General Plan

- Existing Suburban Area
- Bonus units not counted toward Density
- Greater setback at south
  - Less grading of site
  - More existing trees saved

Findings

Finding #2: Community Benefits and Public Good

- FUTS along frontage, and connections to east and west
- Required Civic and Open Space
- 20 Affordable Units, 140 Market Rate units
- Crime Free Multi-Housing Program
- Resource Protection Easement on northern portion of parcel

Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
  - Site Plan Submittal was approved on August 10, 2020, subject to Direct to Ordinance Zoning Map Amendment

- Mitigates any impacts determined by impact analyses
  - Traffic Impact Analysis (TIA) completed
  - Water and Sewer Impact Analysis (WISA) completed
  - Drainage Impact Analysis (DIA) completed
  - No off-site improvements required

Recommendation

Staff recommends the Commission forward the request to City Council with a recommendation of approval in accordance with the findings and subject to the following conditions:

1) The subject property must be developed in accordance with the approved site plan and the conditions of approval dated August 10, 2020. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2) The two parcels must be combined and the approximately 2-acre portion of parcel 112-05-011 located north of High Country Trail shall remain a part of the parcel to the south.

3) The State archeological database must be updated to reflect the removal of archeological resources on the subject property.

4) All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

Recommendation

Conditions continued:

5) All terms, conditions, and restrictions detailed within the “Aura Development Agreement” must be fully satisfied.

6) In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

City of Flagstaff Community Development Division

211 W. Aspen Ave P: (928) 213-2618
Flagstaff, AZ 86001 F: (928) 213-2609
www.flagstaff.az.gov

Date Received (City Use)	**Application for Concept/Site Plan Review**		File Number (City Use)
Site Address 151 W. High Country Trail	**Project Name** Aura Flagstaff		**Parcel Number** 112-05-011 & 112-05-001W
Property Owner(s) Auza Flagstaff LLC	**Title**	**Phone**	**Email**
Mailing Address 3378 S. 16th Avenue			**City, State, Zip** Yuma, AZ 85365
Applicant(s) Trinsic Acquisition Company LLC Todd Gosselink	**Title** Managing Director	**Phone** 480-448-0985	**Email** TGosselink@trinsicres.com
Mailing Address 4040 E. Camelback Road Suite 160			**City, State, Zip** Phoenix, AZ 85018
Project Representative Withey Morris, PLC / Jason Morris	**Title**	**Phone** 602-230-0600	**Email** Jason@witheymorris.com
Mailing Address 2525 E. Arizona Biltmore Circle Ste. A-212			**City, State, Zip** Phoenix, AZ 85016

Requested Review:	☐ **Concept**	☑ **Site Plan**

Proposed Use(s) Medium Density Multi-Family Residential	**Existing Use** Vacant	**Subdivision, Tract & Lot Number**

Zoning District Estate Residential (ER)	**Regional Plan Land Use Category** Suburban Existing	**Flood Zone**	**Size of Site (Acres)** 11.0

Property Information:	☐ Yes ☑ No Located in an existing Local/National Historic District? (Name:_____) ☐ Yes ☐ No Existing structures are over 50 years old at the time of application? ☑ Yes ☐ No Subject property is undeveloped land?

Surrounding Land Uses: (i.e. Res, Commercial, Ind.)	**North:** Single-Family Residential	**South:** Single-Family Residential	**East:** Highway Density Residential & Commercial	**West:** Single-Family & Medium Density Residential

Proposed Use:	**Number of Units**	**# of Affordable Units**	**# of acres per use**	**Building Square Feet**
Duplex:				
Multi-Family:	160	32	11	73,368
Commercial: Office				
Commercial: Retail				
Commercial: Restaurant				
Commercial: Service				
Commercial: Other				
Industrial:				
Institutional:				
Other:				

Please complete and submit: the *"Concept Plan and Site Plan Application"*; the *"Application and Information Checklist"*; required number of plans and information; and fees. **Concept Plan fees are $420. Site Plan fees are $2,550 for projects less than an acre; $1,062 plus $1,553 per acre for sites greater than one acre.** New application deadlines are every other Tuesday by **11:00 a.m.** (See schedule for dates). **Incomplete submittals will not be scheduled.**

Property Owner Signature	**Date:**	**Applicant Signature** T Gosselink	**Date:** 1/8/20

For City Use

Staff Assignments	**Planner:**	**Engineer:**	**Public Works/Utilities:**	**Fire:**	**Stormwater**

Action:

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	**Application for Zoning Map Amendment and/or Minor Regional Plan Amendment**	File Number

Property Owner(s) Auza Flagstaff LLC	**Title**	**Phone**	**Email**
Mailing Address 3378 S. 16th Avenue			**City, State, Zip** Yuma, AZ 85365
Applicant(s) Trinsic Acquisition Company LLC Todd Gosselink	**Title** Managing Director	**Phone** 480-448-0985	**Email** TGosselink@trinsicres.com
Mailing Address 4040 E. Camelback Road Suite 160			**City, State, Zip** Phoenix, AZ 85018
Project Representative) Withey Morris, PLC / Jason Morris	**Title**	**Phone** 602-230-0600	**Email** Jason@witheymorris.com
Mailing Address 2525 E. Arizona Biltmore Circle Ste. A-212			**City, State, Zip** Phoenix, AZ 85016

Requested Review ☑ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address 151 W. High Country Trail	**Parcel Number(s)** 112-05-011 & 112-05-001W	**Subdivision, Tract & Lot Number**
Existing Zoning District Estate Residential (ER)	**Proposed Zoning District:** Medium-Density Residential (MR)	**Existing Regional Plan Land Use Category** Suburban Existing
Existing Use Vacant	**Proposed Use** Multi-Family Residential	

Property Information:
☐ Yes ☑ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ☐ No Existing structures are over 50 years old at the time of application?
☑ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	**Proposed Regional Plan Land Use Category**

Property Owner Signature(required)	**Date:**	**Applicant Signature** T Bonelli	**Date:** 1/8/20

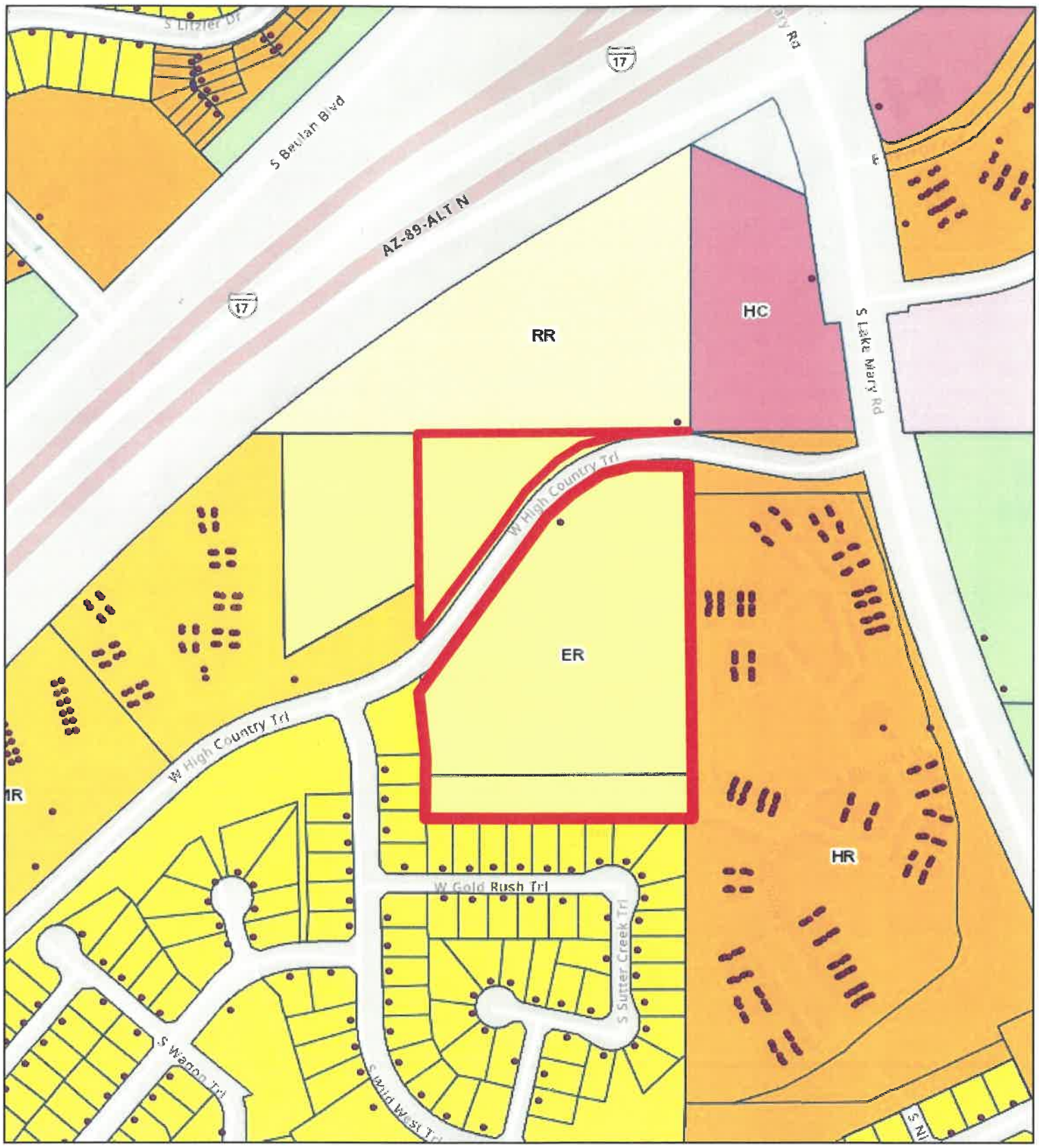
For City Use

Date Filed:	**File Number(s):**		**Type of Zoning Map Amendment:** ☐ Small scale ☐ Medium scale ☐ Large scale ☐ Multi-phase scale
P & Z Hearing Date:	**Publication and Posting Date:**		
Council Hearing Date:	**Publication and Posting Date:**		
Fee Receipt Number:	**Amount:**	**Date:**	

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

Zoning Map



151 W. High Country Trail – Flagstaff, AZ

N

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 11 ACRES OF REAL PROPERTY LOCATED AT 151 WEST HIGH COUNTRY TRAIL, APN 112-05-001W and 112-05-011, FROM THE ESTATE RESIDENTIAL (ER) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE WITH CONDITIONS; PROVIDING FOR SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Trinsic Acquisition Company LLC (the "Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 11 acres of real property located within the City of Flagstaff, a legal description of which is provided in "**Exhibit A**" attached hereto and incorporated by this reference ("the Property") from the Estate Residential (ER) zone to the Medium Density Residential (MR) zone for purposes of developing a multi-family residential development with a maximum of 160 dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted neighborhood meetings on March 23, 2020 and July 1, 2020, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on December 9, 2020, and has recommended denial of the requested Zoning Map Amendment application; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, City staff has recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to certain conditions, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

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. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. 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 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Estate Residential (ER) zone to Medium Density Residential (MR) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. The Zoning Map Amendment is conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2021-12 on April 20, 2021 and that should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions proposed by the City staff:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated August 10, 2020. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. The two parcels must be combined and the approximately 2-acre portion of parcel 112-05-011 located north of High Country Trail shall remain a part of the parcel to the south.

3. The State archeological database must be updated to reflect the removal of archeological resources on the subject property.

4. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

5. All terms, conditions, and restrictions detailed within the "Aura Development Agreement" must be fully satisfied.

6. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. 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 10. 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 15th day of June, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

ASSESSOR PARCEL NUMBER
112-05-011
LEGAL DESCRIPTION
INSTRUMENT 3654325
9.5592 ACRES

Official Records of Coconino County 3654325
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING THE LEGAL DESCRIPTION AND TO REFLECT CORRECT DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-011.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649146
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-011.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 458 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Notary Public

J:\M-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1451_Deed- 112-05-011 to LLC.WPD

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

J:\TM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1451_Deed- 112-05-011 to LLC WPD

EXHIBIT "A"

The following described real property situated in Coconino County, Arizona:

The North 774.45 feet of the East 618.74 feet of Section 32, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Less: 1.45 AC 1623/406.

ASSESSOR PARCEL NUMBER
112-05-001W
LEGAL DESCRIPTION
PARCEL 1 OF
INSTRUMENT 3654328
1.4511 ACRES

Official Records of Coconino County 3654328
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
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Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V. Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649144
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 461 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza
Martin Auza, Trustee

Shirley Auza
Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

EXHIBIT "A"

Parcel 1:

A parcel of ground lying in the Northeast quarter of Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing at a 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32;

thence South 00° 20' 29" East (Basis of Bearings), a distance of 774.90 feet (Record 774.45 feet) to a found and accepted ½ inch rebar at the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap at the East quarter corner of Section 32 lies South 00° 18' 01" East, a distance of 1872.63 feet;

thence South 00° 18' 01" East, a distance of 102.10 feet to a set 5/8 inch rebar with plastic cap stamped "SEC RLS 13015";

thence South 89° 57' 11" West, a distance of 619.43 feet to a set 5/8 inch rebar with a plastic cap stamped "SEC RLS 13015';

thence North 00° 17' 28" West, a distance of 102.10 feet to a found and accepted ½ inch rebar;

thence North 89° 57' 12" East, a distance of 619.42 feet (Record 618.74 feet) to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of ground lying in Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a found 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32, and the Northwest corner of Section 33, from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner of Section 33 bears North 89° 44' 00" East (Record per B.L.M., plat and Basis of Bearings for this description);

thence along the North line of Section 32, South 89° 56' 58" West, a distance of 618.74 feet to the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner section of Section 32, bears South 89° 56' 58" West, a distance of 2024.11 feet and also from which a found ½ inch rebar bears South 01° 29' 55" East, a distance 5.88 feet;

thence leaving said North line South 00° 17' 28" East, a distance of 338.00 feet from which, a found ½ inch rebar bears South 00° 17' 28" East, a distance of 436.86 feet;

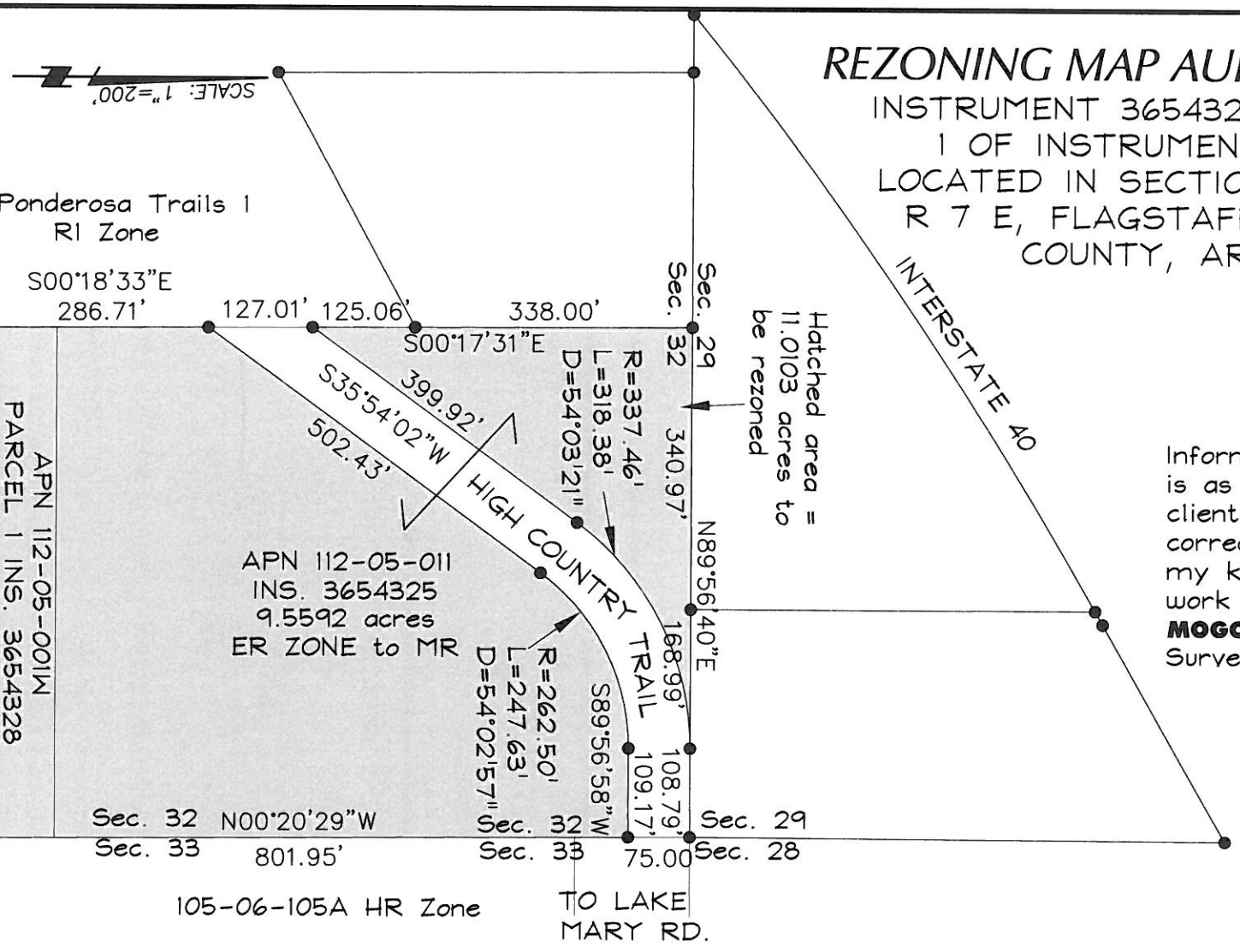
thence South 61°18' 42" West, a distance of 351.78 feet;

thence north 00° 17' 28" West, a distance of 506.60 feet to the North line of Section 32;

thence along said North line, North 89° 56' 58" East, a distance of 309.45 feet to the TRUE POINT OF BEGINNING.

REZONING MAP AURA FLAGSTAFF

INSTRUMENT 3654325 and PARCEL 1 OF INSTRUMENT 3654328, LOCATED IN SECTION 32, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 1/30/20
ARIZONA U.S.A.

Expires on 3/31/__

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 1/30/20

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B
REZONING MAP
AURA FLAGSTAFF

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on Tuesday, April 6, 2021, at 3:00 p.m. to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone 11 acres from Estate Residential (ER) to Medium Density Residential (MR) for the purpose of multi-family residential development.

The site currently consists of land owned by Auza Family LLC at 151 West High Country Trail.

B. General Description of the Affected Area:
Approximately 11 acres, Coconino County Assessor's Parcel Number 112-05-001W and 112-05-011 located in a portion the SE ¼ of Section 29, and a portion the NE ¼ of Section 32, Township 21 North, Range 7 East, G&S.R.M. Located at 151 West High Country Trail, City of Flagstaff, Coconino County, Arizona.

City Council meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/328/Meeting-Protocols-Information

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment.

The meeting will also be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Estate Residential (ER) to Medium Density Residential (MR) for the purpose of multi-family residential development



ADDRESS: 151 West High Country Trail
APN: 112-05-001W and 112-05-011
ACRES: Approximately 11 Acres
City of Flagstaff
Coconino County

FOR FURTHER INFORMATION CONTACT
Alaxandra Pucciarelli
Current Planning Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2640
apucciarelli@flagstaffaz.gov

Benjamin L. Tate
Withey Morris PLC
2525 E Arizona Biltmore Circle, Suite A-212
Phoenix, Arizona 85016
(602)230-0600
ben@witheymorris.com

Publish: March 13, 2021

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 9, 2020, at 4:00 p.m. to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone 11 acres from Estate Residential (ER) to Medium Density Residential (MR) for the purpose of multi-family residential development.

The site currently consists of land owned by Auza Family LLC at 151 West High Country Trail.

B. General Description of the Affected Area:
Approximately 11 acres, Coconino County Assessor's Parcel Number 112-05-001W and 112-05-011 located in a portion the SE ¼ of Section 29, and a portion the NE ¼ of Section 32, Township 21 North, Range 7 East, G&S.R.M. Located at 151 West High Country Trail, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for this item has not been scheduled at this time.

The meeting will also be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Estate Residential (ER) to Medium Density Residential (MR) for the purpose of multi-family residential development



ADDRESS: 151 West High Country Trail
APN: 112-05-001W and 112-05-011
ACRES: Approximately 11 Acres
City of Flagstaff
Coconino County

FOR FURTHER INFORMATION CONTACT
Alaxandra Pucciarelli
Current Planning Manager
Planning & Development Services
211 West Aspen Avenue
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apucciarelli@flagstaffaz.gov

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Publish: November 21, 2020

Zoning Map Amendment Application Narrative
Case No. PZ-20-00008-01
PZ-17-00218-02

West of the Southwest Corner of High Country Trail and Lake Mary Road

Approximately 11 acres
Assessor Parcel Nos. 112-05-001W and 112-05-011

1st Submittal: December 26, 2018
2nd Submittal: February 21, 2019
3rd Submittal: March 21, 2019
4th Submittal: May 1, 2019
5th Submittal: May 13, 2019
6th Submittal: January 9, 2020
7th Submittal: May 18, 2020
8th Submittal: July 14, 2020

Prepared By:
Withey Morris PLC
2525 E Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016
602.230.0600

Architect:
ORB Architecture
2944 North 44th Street
Suite 101
Phoenix, Arizona 85018
602.957.4530

Developer:
Trinsic Acquisition Company LLC
4040 East Camelback Road
Suite 222
Phoenix, Arizona 85018
480.448.0985

Engineer:
Mogollon Inc.
411 West Santa Fe Avenue
Flagstaff, Arizona 86001
928.214.0214

Table of Contents

SECTION TITLE		PAGE NO.
ZONING MAP AMENDMENT NARRATIVE		1
A.	Executive Summary	3
B.	Property Location & Background	3
C.	Purpose of Request	6
D.	Description of Proposal	6
E.	Relationship of Property to Surrounding Area	8
F.	Community Outreach	9
G.	Regional Plan Analysis	10
H.	Location, Accessibility & Site Circulation	18
I.	Analysis of Public Good	19
J.	Public Utilities Analysis	19
K.	Community Benefit	20
L.	Bonus Incentives	20
M.	Conclusion	20

Zoning Map Amendment Narrative Report

A request for MR Zoning to allow Multi-family Uses
Approximately 11 Acres
Located West of the Southwest Corner of High Country Trail and Lake Mary Road

A. Executive Summary

This project narrative and the proposed multifamily residential development it describes are the result of significant input feedback from the surrounding neighborhoods, city staff, and Flagstaff's public hearing bodies. This project was originally submitted as PZ-17-00218-02 for a 173-unit multifamily residential development with a 16.11-acre project area that included parcels both north and south of High Country Trail west of Lake Mary Road. During the process, concerns were raised regarding density, proximity to adjacent single-family homes, the amount of earthmoving needed to execute the project, and drainage.

In response to these concerns, the applicant has made significant changes to the project, including but not limited to:

- Decrease in density from 173 to 160 units.
- 25% decrease in number of bedrooms from 265 to 208 due to change in unit mix.
- Tripled setbacks adjacent to single-family to south and west.
- Reduced site area to 11 acres – no longer rezoning Auza homestead.
- Removed carriage buildings on south side of project and decreased height adjacent to single-family homes to the south.
    - Eliminates need for tiered retaining wall system and dramatically reduces cut and fill on south side of the site.
- Retaining all stormwater on site – won't feed into culvert system.
    - Eliminates the deep retention basin along High Country Trail – now usable, flat civic open space.
    - Eliminates the need to disturb High Country Trail for drainage purposes alleviating traffic disruption during construction.

The project proposal described herein is the product of more than two years of engagement and discourse with neighbors, staff, Planning & Zoning Commission, and City Council. The resulting proposal is a better development for both the surrounding community and the City of Flagstaff as a whole.

B. Property Location & Background

The subject property (the "**Property**") is approximately 11 acres comprised of two parcels located west of the corner of High Country Trail and Lake Mary Road, Flagstaff, Arizona, as shown in the Aerial Maps at **Tab 1**. The Property includes the parcels identified as APNs 112-05-011 and 112-05-001W**.** The Property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, starting in the years before Flagstaff was incorporated. The Auza family has one of the longest standing

independent sheep ranching operations in the western United States. The Auzas purchased the property prior to Arizona's statehood, and although their homestead sits on the property, they no longer use the parcels in this application for ranching activities. Historical aerials at **Tab 2** depict the homestead and how the area has been developed around the Property in 1980 and 1997. It was not until after 1997 that the adjacent neighborhoods began to develop.

The Property is currently zoned ER (Estate Residential) as shown on the Zoning Map at **Tab 3**. The Regional Plan designation for the Property is Suburban – Existing, as shown on the Regional Plan Map at **Tab 4**.

The Auzas maintain the homestead north of High Country Trail as a home for family gatherings to commemorate their legacy as sheepherders in Arizona. The Auza family began sheepherding in Arizona shortly after the turn of the 20th Century. Frank Auza Sr., a second-generation Arizona sheepherder born in Spain, grew up on the Auza family homestead in Flagstaff. He was the founder of Auza Sheep Company, now known as the Martin Auza Sheep Co., and a lifetime member of the Sheriff's Posse in Flagstaff.

The Auzas continue sheepherding operations in Yuma and Williams, Arizona. For the summer months, they move ewes from Yuma to Williams to graze in the mountains on flowers, brush and mountain grasses. In the fall, the ewes are moved back to Yuma to start the cycle over again.

Part of the sheepherding journey between northern and southern Arizona includes the crossing of the Verde River. In 1943, Frank Auza helped construct a suspension bridge, known as the Verde River Sheep Bridge, which was crossed by 12,000 sheep, four times per year over the span of 44 years. The bridge was placed on the National Register of Historic Places in 1978 before it was closed in 1987. In 1989, the U.S. Forest Service constructed a replica bridge for use by hikers; the west suspension tower remains today.

The U.S. Forest Service has continued to document the sheepherding history in Arizona by recording aborglyphs carved in Aspen trees throughout northern Arizona, by members of the Auza family, among others, dating as far back as the 1880s (source: Washington Post. Tree Carvings in Northern Arizona Have Many Stories to Tell. April 22, 2000). Frank Auza's children, grandchildren and great grandchildren continue to operate the family sheepherding business and keep their family legacy alive on their homestead in Flagstaff – the land directly north of the proposed development site.

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Figure 2 – Copyright: Arizona Historical Society/Flagstaff, Frank Auza Collection, 1927-1948. Firebranding sheep at Frank Auza's sheep ranch, 1936.



Figure 1 - Source: wherefoodcomesfrom.com. Sheep grazing on the Auza family homestead



Figure 4 - Source: Library of Congress. Frank Auza at Verde River Suspension Bridge



Figure 3 - Source: bridgemeister.com. Replica suspension bridge at Verde River.



Figure 5 - Source: USDA website. Aspen carving by sheepherder.

C. Purpose of Request

The owner of the Property, Auza Flagstaff, LLC, the Auza family (the "**Owner**"), and the developer of the Property, Trinsic Acquisition Company LLC (the "Applicant") request to rezone the Property from Estate Residential (ER) to Medium Density Residential (MR) to permit the development of a high-quality market rate multi-family residential community. The historic taking of the Auza Family Ranch land has limited development options on the Property; those takings include the construction of Interstate 17 at the north end of the Property and, particularly, the bisection of the Property by High Country Trail and an electrical utility easement for the high voltage transmission lines along the south side of High Country Trail. Despite these development limitations, the Applicant and the Owner have worked diligently to create a development plan that meets the Zoning Code requirements for the MR zoning district and Resource Protection overlay and, most importantly, is sensitive to and compatible with adjacent uses. This proposal also includes affordable housing units to help the City of Flagstaff narrow the housing deficit for households that cannot afford market-priced rental or for-sale housing.

Changes imposed on the site through land takings have impacted the Property for many years. These include the following:

1. The construction of Highway 89A, now Interstate 17, in the middle of the 20th Century, across the northern portion of the Auza Homestead.

2. The 80-foot wide electrical easement traversing the entire site from east to west no later than 1962.

3. The construction of High Country Trail, bisecting the Property, between 1997 and 2002 to support the development of Ponderosa Trails community, followed by the Summit community and Timber Trails.

These changes to the Auza Homestead have placed restrictions on the property that have significantly limited development options available to the Auzas on their overall site. The proposed development provides an option that allows the Auzas to maintain their primary homestead, despite the land takings over the years.

D. Description of Proposal

This zoning map amendment application is a proposal to develop multi-family residences on the south side of the High Country Trial, as depicted in the Site Plan included with this application.

Trinsic develops high-quality, amenity-rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 50 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

The proposed multi-family community, branded as Aura Flagstaff, will be highly amenitized and offer larger units than most other multi-family communities. The proposed site plan takes into consideration the 7% average slope of the Property south of High Country Trail. There are approximately 5 acres of the Property that are within a utility easement adjacent to High Country Trail that will remain undeveloped but will contain

civic and common open space amenities and landscaping. Due to a reconfiguration of the on-site retention, this area will no longer be a retention basin for the site. Instead, it will be a flat, park-like area to be enjoyed by the greater community.

This application includes a Natural Resources Survey and Protection Plan and the Applicant intends to develop within the limitations of the Plan to meet the City's Zoning Code provisions. A Materials Management Plan is included with this application to clearly outline solid waste and recycling to be provided on site. The Applicant is an industry leader in promoting waste diversion programs at each of its communities, where in most jurisdictions, providing recycling for multi-family uses is not a requirement.

The development proposal includes two and three-story buildings, and a mix of 70% one-bedroom and 30% two-bedroom units. The proposed 160 multi-family units and amenity/office building total 73,368 square feet; 15.30% lot coverage. The open space area for the Property totals approximately 108,983 square feet and 23% of the site. The common open space, available to multi-family residential tenants, is provided exclusively south of High Country Trail and totals 79,983 square feet and 17% of the Property. Additionally, the civic open space provided is 29,000 square feet and 6% of the Property, located adjacent to High Country Trail.

The site plan includes units equal to 20% of the allowable base density that qualify as Category 1 of the City of Flagstaff Affordability Program. The density for the project was calculated using a 45% density bonus based on the inclusion of these units. The site plan also utilizes a 25% density bonus through the utilization of sustainable building practices and materials, allowing for an additional 25 units and an overall total of 169 residential units. Aura Flagstaff is proposing the development of 160 units – 9 units below the maximum allowable density.

The site plan proposes a setback of 116' 3" from the north property line, 47' 8" from the south property line, 66' 4" from the east property line, and approximately 66' 11" from the west property line – all of which exceed the Zoning Code requirements. The site plan utilizes the enhanced setback along south property line in conjunction with the natural slope and grade of the terrain to maximize privacy for the single-family residences to the south and the west.

The site is buffered by mature pine trees and a setback from High Country Trail of 116' 3" to 224' 8". This proposal should not have any detrimental impact on neighboring properties as Zoning Code provisions for setbacks will be met, with buildings lower than permitted adjacent to property lines, and a substantial number of pine trees will be preserved throughout the Property. The tree resources on the approximate 1.9 acres north of High Country Trail will be protected with a Resource Protection Easement. The applicant will utilize the affordable housing incentive to reduce the tree resource protection from 50% to 25%. The applicant will also dedicate an easement for the benefit of the Auza Family to allow the existing minor encroachment of the Auza Family residence across the north property line of the portion of the Property north of High Country Trail.

As noted in the Executive Summary, the proposed site plan was the subject of a substantial redesign and reconfiguration, resulting from input and feedback received from the community, staff, and during the public hearing process. The proposed site plan reduces the project area and residential density (with a greater reduction in the overall number of bedrooms), increases the number of affordable housing units, incorporates sustainable building techniques, triples the setbacks and removes the carriage buildings adjacent to single-family homes, reduces the overall acreage of the application, reduces earthwork

disturbance and lowers retaining requirements, and retains all storm water on site eliminating the need for a steep retention basin in the Common Open Space and Civic space, and eliminates the need to disturb High Country Trail.

DEVELOPMENT STANDARDS – REQUIRED/PROVIDED

Standard	MR Zoning District Standard	Proposed with Development Plan
Setback		
Front (min.)	10' – 2nd Floor and Below 15' – Above 2nd Floor	116' 3"
Side Yard (min.)	5'	66' 4" (East) 66' 11" (West)
Rear Yard (min.)	15'	47' 8"
Height (max.)	35 feet 40 feet with a 6:12 pitched roof	40 feet with a 6:12 pitched roof
Coverage (max.)	40%	15.3%
Density: Gross (units/acre)	6 du/ac (Min.) 9 du/ac (Max.)	14.54 du/ac (with affordable housing and sustainability bonus incentives)
Parking Spaces	240 spaces (266 minus 10% reduction for bus service area)	242 spaces
Open Space (% of Gross Lot Area)	Civic (5%): .55 Acres / 23,981 square feet Common (15%): 1.65 Acres / 71,943 square feet	Civic (6%): .67 Acres / 29,000 square feet Common (17%): 1.84 Acres / 79,983 square feet

E. Relationship of Property to Surrounding Area

The Property is west of Lake Mary Road, bisected by High Country Trail and just south of Interstate 17. The Property is adjacent to a multi-family use and undeveloped commercial land to the east; single family

residential uses to the south; and multi-family and single-family residential uses to the west. The zoning in the area is shown on the Zoning Context exhibit included with this application.

The adjacent property zoning is as follows:

North: Interstate 17 and Rural Residential (RR)
East: High Density Residential (HR), Highway Commercial (HC), Rural Residential (RR)
South: Single Family Residential (R1)
West: Single Family Residential (R1) and Medium Density Residential (MR)

The Regional Plan map designation for the Property is Suburban – Existing. The proposed development is consistent with the Regional Plan Suburban Neighborhood Characteristics for open space, density range, natural resources and type of residential. As designed, Aura Flagstaff is compatible with the surrounding neighborhoods, which consist of other high-density, medium-density and single-family residential developments, and commercially zoned property.

F. Community Outreach

During the original rezoning case, PZ-17-00218-02 the Applicant conducted extensive outreach to the community over a two-year period, which resulted in the significant changes to the development plan outlined in the Executive Summary above. The following provides an overview of the community engagement and submittal process in the original case.

Type	Date
Original Zoning Case PZ-17-00218-02	
Voluntary letter sent to neighborhood informing them of proposed development	1/16/2018
Individual meetings with homeowners on Goldrush Trail	2/5/2018
Concept Submittal 1 to the City	2/6/2018
Additional meetings with homeowners on Goldrush Trail	2/22/2018
Concept Submittal 2	5/3/2018
Completion of Cultural Resource Report	5/24/2018
Concept Submittal 3 – included reduction from 197 to 173 units to increase open space	6/28/2018
Preparation of Traffic Impact Statement for proposed development for formal site plan submittal	6/29/2018
Formal Site Plan Submittal	8/20/2018

Hold first formal neighborhood meeting for larger surrounding community	10/18/2018
Attend & discuss proposed development at Ponderosa Trails Annual HOA Meeting	10/24/2018
Site Plan Submission 2	12/13/2018
Formal Rezoning Application Submittal	12/26/2018
Attend and present to Ponderosa Trails HOA Board solutions to items previously raised by community including improved line of site from adjacent properties by lowering buildings through site grading, reduction in density, increase in open space, and driveway realignments to improve safety of driveways.	1/17/2019
Site Plan Submission 3	1/24/2019
Site Plan Submission 4	2/21/2019
Hold second neighborhood meeting for larger community with staff's approval	3/4/2019
Site Plan Submission 5	3/14/2019
Planning & Zoning Commission Public Hearing	5/22/2019
Site Plan Submission 6	11/4/2019

New Zoning Case PZ-20-00008-01

Site Plan Submission 7	1/9/2020
Formal Rezoning Application Submittal	1/9/2020
Letters mailed for first formal neighborhood meeting	3/13/2020
Hold first formal virtual neighborhood meeting	3/23/2020
Site Plan Submission 8	5/18/2020
Letters mailed for second formal virtual neighborhood meeting	6/19/2020
Hold second formal virtual neighborhood meeting	7/1/2020

G. Regional Plan Analysis

The Regional Plan map designation for the Property is Suburban – Existing. The proposed development is consistent with the Regional Plan Suburban Neighborhood Characteristics for open space, density range (up to 13 units per acre), natural resources and type of residential. As designed, Aura Flagstaff is compatible with the surrounding neighborhoods, which consist of high-density, medium-density and single-family residential developments and commercially zoned property.

The Regional Plan's existing Land Supply Analysis states that "[o]nly 12 percent of the land in the planning area is privately held. Given this small amount of land, determining how to encourage development patterns that fulfill the community vision (Regional Plan) is a significant task." This proposal for multi-family development is on 11 acres of privately held land and has been designed to support the goals and objectives of the community vision for Flagstaff.

The Land Supply Analysis of the Regional Plan also evaluates vacant land within city limits that is available for development based on current zoning. The Regional Plan then projects demand by land use under the current zoning for 2010-2020 and 2030-2050. Within city limits, the projected demand for multi-family development is a total of 225 acres by 2050, and under this land use, the Plan identifies a deficit of 46 acres of available land to be developed. The proposed project fulfills 11 acres of this deficit.

Growth is limited in Flagstaff not only by geography and land ownership, but by design, through careful City planning over the last 25 years. As such, the City has adopted a policy of promoting "compact development" that is focused on the areas within the City's boundaries to prevent sprawl and encourage smart planning. The proposed development is respectful of Flagstaff's scale, character, and design traditions and achieves many of the tenets of compact development including: connected access for pedestrians, bicyclists, and transit; medium densities in appropriate contexts; provision of a range housing options including multi-family housing options with shared amenities; and support of open space goals. While the city center is often a focus of compact development, the Regional Plan contemplates suburban development as appropriate in areas outside the city center as follows:

> *Support for the concept of more compact growth does not, and has not, precluded new suburban development from occurring away from the center of the City, such as the Ponderosa Trails subdivision.*

Rezoning the Property to permit the development of the proposed multi-family residential development, with affordable units, contributes to the Environmental Planning and Conservation, Water Resources, Energy, Community Character, Land Use, Transportation Neighborhoods, Housing, & Urban Conservation goals and policies of the Regional Plan as discussed below.

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

- ***Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.***

  All plants selected for the proposed palette are native or naturalized based on Section 3.030: City of Flagstaff Landscape Plant List. Additionally, most of the plants have low water needs based on the same section, with none of the plants requiring high water needs.

- ***Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.***

  This site plan was developed to minimize the disturbance of trees and natural grades on a site with

significant natural topography. The building layout and orientation are designed to protect the buildings during heavy rain and snowstorms and to provide a balance between the gradation of the site in specific areas and to minimize site cuts.

Most significantly, the current iteration of this site plan removes the carriage buildings previously proposed in close proximity to the south property line. This change allows for significantly enhanced setbacks adjacent to the single-family homes to the south, substantially reduces the need for cuts into the natural terrain and preserves more of the natural topography on site. Preserving more of the natural terrain south of the site also reduces the number of retaining walls – rather than a system of tiered retaining walls requiring substantial disturbance to the natural topography, only a single split-face CMU retaining wall is necessary

Approximately 6.5 acres will remain undisturbed and just over 28% of the tree points existing today will be preserved. This includes a .58-acre area at the southwest corner of the site and 1.93 acres north of High Country Trail.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

- ***Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.***

  A Water and Sewer Impact Analysis has been completed by the City of Flagstaff for this site in response to an application made and paid for by the Applicant. The city concluded that services will be provided to the site. Given that it is within the Urban Growth Area, the water and sewer utilities needed to serve the site meet this policy.

Goal E.1. Increase energy efficiency

- ***Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.***

  The Applicant incorporates sustainability features in all of their projects they develop. This project will include many design features that help increase energy efficiency.

  - Low E insulated glass
  - High efficiency HVAC – 15 SEER units
  - LED lighting throughout
  - Low voltage LED landscape lighting
  - Recycle program for residents and office/common areas
  - Low flow water fixtures
  - Energy Star appliances
  - Individual unit water meters to track usage

- Energy efficient pool pump and filtration equipment
- Unit separation assemblies with STC 55 or greater for enhanced sound separation and energy retention
- An irrigation design that employs low flow drip irrigation to maximize efficiency, and a smart controller with weather sensing technology
- Applicant will participate in the City of Flagstaff's Sustainable Building Program which will require apartment units to achieve a HERS rating of 50 or better.

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

- ***Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.***

  The natural resources plan (the "Plan") for the project outlines 28.28% of trees to be retained, exceeding the minimum requirement. A portion of those trees are along the north side of High Country Trail, preserving views from the street., with additional new trees being planted along the south side of High Country Trail and throughout the multi-family project. A significant open space area at the southwest corner of the site will also preserve tree resources, adjacent to single-family residential to the south, in addition to those preserved throughout the site, as depicted on the Plan.

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

- ***Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.***

  The architectural design for Aura Flagstaff was developed to be site specific and complement traditional design characteristics associated with Flagstaff. The design is appropriate for the region and climate, and consistent with surrounding developments. Design inspiration for the development was drawn from surrounding existing buildings such as The Lodge Luxury Apartments, Timber Trails Apartments, Sandstone Highlands Apartments, and adjacent single family homes in the Ponderosa Trails subdivision. The use of cementitious lap siding (hardy plank), stone, recessed windows, covered stairways, and limited use of stucco on surrounding buildings helped steer the development's exterior material selections. The earth and forest inspired color palette will blend seamlessly into the preserved Ponderosa Pine trees on the site.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

- ***Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.***

  The existing sidewalk at back of curb, along the south side of High Country Trail will be replaced with

a FUTS trail that meanders adjacent to the project. The FUTS trail will be setback from 5- to 7-feet from the property line, providing a larger buffer between the street and pedestrians. This setback provides greater safety for pedestrians. Additionally, the applicant will extend the FUTS trail beyond its property lines to connect to the trail's existing termination points east and west of the site with the permission of the Ponderosa Trails HOA. The applicant has requested approval from the Ponderosa Trails HOA to improve the portions of the proposed FUTS trail on the HOA's property at the applicant's sole cost. The request is still under consideration by the HOA.

The north side of High Country Trail will retain on site tree resources and preserve the streetscape as it exists. The setback along the south side of High County Trail, adjacent to the multi-family development is appropriate for the land use given the existence of an 80-foot electric utility easement and is sensitive to the surrounding uses and topography. Additionally, the design of both driveways city and AASHTO guidelines, accounting for the curvature of High Country Trail to maintaining traffic safety.

- ***Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.***

  The site design is constrained by an existing 80-foot electric utility easement along the south side of High Country Trail. This condition limits where the buildings can be located and their connectivity with the street. The site design is further complicated by a U.S. Department of Housing and Urban Development Department ("HUD") requirement which restricts buildings from being located within the fall radius of the utility poles erected on site. Absent the utility easement and infrastructure, the Aura Flagstaff setbacks from the street are consistent with the Medium-Density Residential development to the immediate west. The site design provides clear pedestrian paths between each of the buildings and to the FUTS trail along High Country Trail. To help balance the impacts of the large utility easement, the area directly south of the FUTS trail will be civic open space landscaped with native grasses and wildflowers.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

- ***Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.***

  The proposed development is on a vacant infill parcel that currently provides no public benefit to the established neighborhoods adjacent to the site. The development of this infill parcel with civic open space and pedestrian amenities, including the extension of the FUTS path along the south side of High Country Trail. In addition to completing the FUTS path within the bounds of the Property on the south side of High Country Trail, the applicant will extend and connect the trail to its existing termination points east and west of the Property with the approval and permission of the Ponderosa Trails HOA. Further, the extension of the FUTS path, as a part of the Flagstaff pedestrian and bicycle network, will provide safer connectivity to employment and services accessible from the Mountain Line bus stop at the intersection of High Country Trail and Lake Mary Road and the two new Mountain

Line bus stops on the north and south sides of High Country Trail for which the applicant will provide concrete bus pads.

- ***Policy LU.1.11. Ensure that there is collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.***

  During the zoning map amendment process, the Applicant has and will continue to engage residents and property owners through public notices for hearings and neighborhood meetings. Information will be provided and input received from neighbors and neighborhood groups and incorporated into the project design. A citizen participation plan, prepared as part of the application, outlines the specific details of these efforts.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

- ***Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.***

  The proposed project is within the Urban Growth Boundary and serviceable with existing city utilities and road infrastructure.

Goal LU.6. Provide for a mix of land uses.

- ***Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.***

  The proposed development will construct the planned extension of the FUTS along the south side of High Country Trail toward Lake Mary Road. In addition to constructing the portion of the FUTS along the portion of High Country Trail within the bounds of the Property, the applicant will construct and extend the FUTS to connect to its existing termination points west and east of the Property with the permission and approval of the Ponderosa Trails HOA. This extension will construct a portion of the planned pedestrian and bicycle network in Flagstaff.

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

- ***Policy LU.13.4. Plan suburban development to include a variety of housing options.***

  The area surrounding the Property has been developed with a variety of housing options including high-density, medium-density and single-family residential. Aura Flagstaff will provide additional medium-density market rate and affordable housing options. The limitations of the Urban Growth Area and the need for compact development support this proposal for additional medium density residential development in this area.

- ***Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.***

The FUTS trail that exists to the west of the proposed development is planned to be extended east to connect the established neighborhoods west of Lake Mary Road to the intersection at High Country Trail, where pedestrians and bicycles are able to access employment and services with public transit. The proposed development includes the construction of the FUTS trail extension for beyond merely the width of the Property, extending to connect to its existing termination points east and west of the site subject to the permission and approval of the Ponderosa Trails HOA.

Goal T.1. Improve mobility and access throughout the region.

- ***Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.***

  The proposed development will place residents within walking distance of two bus routes and a FUTS path. The applicant is coordinating with the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to improve the Mountain Line bus route along High Country Trail. Per NAIPTA's request, the applicant will pour concrete pads for new bus stops on both the north and south sides of High Country Trail to provide more convenient and efficient access to public transit.

Goal T.2. Improve transportation safety and efficiency for all modes.

- ***Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, pedestrians, bicycles, and pedestrians.***

  The site design provides clear pedestrian paths between each of the buildings and to the FUTS trail along High Country Trail. Pedestrian pathways will be striped where there are no sidewalks across parking drive aisles to provide clearly marked and safe crossing areas for pedestrians and to alert vehicles to the potential presence of pedestrians crossing. Many sidewalks are provided between buildings and leading to the clubhouse and leasing area which are isolated from drive aisles and parking areas.

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

- ***Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.***

  The existing sidewalks on the south side of High Country Trail, along with the new FUTS path that will constructed to extend beyond the width of the Property and connect to its existing termination points east and west of the site, are accessible from the proposed development and adjacent neighborhoods. This pedestrian infrastructure provides safe, accessible paths from Lake Mary Road into the neighborhood.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

- ***Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.***

As discussed above, the proposed development will extend the FUTS trail as identified by the Flagstaff Urban Trails System map. This extension will bring the "High Country Trail" to full connectivity between the "Bow and Arrow Trail" to the east and the "Ponderosa Trail" to the west. The "Ponderosa Trail" leads to recreational trails at Fort Tuthill. The "Bow and Arrow Trail" connects to other trails that lead to Northern Arizona University.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

- ***Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.***

  The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is $42,800 as of HUD guidance in 2019

  Flagstaff Housing staff identified one-bedroom units for the proposed development to help fill a need in the community. There is a great demand for affordable rental housing in Flagstaff. When included in a development with market rate units, affordable housing units become a possibility with the current costs of development and demand for developable land in Flagstaff.

- ***Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.***

  The MR zoning district was chosen instead of HR in the effort to blend new and existing buildings. The allowable building height of 35' (40' with a pitched roof) is appropriate given the existing multi-family structures and allowable heights to the south. The Applicant will conduct neighborhood meeting(s) to introduce the approved site plan and architectural renderings of their proposed multi-family project. When both parties arrive at a final design, the developer will present the plan to Council at a public hearing.

The project conflicts with the following Goal and Policy.

Goal E.2. Expand production and use of renewable energy.

- ***Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.***

  The client has incorporated small-scale renewable energy production into prior projects and continues to assess projects on a case by case basis. This project was assessed by the client as an opportunity to include small-scale energy production. There are certain restrictions on this development that make the introduction of solar difficult if not impossible. The required preservation of trees limits the opportunity for ground mounted solar arrays in undisturbed areas. Additionally, the APS easement occupying approximately 2.5 acres on the south end of High Country Trail prohibits vertical improvement in an area that could otherwise be considered for renewable energy production.

The applicant sees great value in meeting the policies and goals outlined by the Regional Plan and has made an effort to incorporate this policy but is unable to provide renewable energy for this project at this time. The Applicant will revisit and consider retrofitting the site to meet this policy after construction if the cost benefit analysis is improved at a later date. The applicant has elected to participate in the City of Flagstaff's Sustainable Building Program and will meet requirements associated with Water Resource Protection, Transportation/Air Quality, Waste Reduction During Construction, and Energy Efficiency.

H. Location, Accessibility & Site Circulation

As noted above, the Property is located west of the southwest corner of Lake Mary Road, a minor arterial, and High Country Trail, a major collector. A northbound Interstate 17 off ramp is located to the northeast of the Property. Access to the Property is solely from High Country Trail, along the north boundary of the proposed multi-family development.

The anticipated traffic pattern would be to the east to access Lake Mary Road and the rest of the Flagstaff roadway network. There would be a limited number of westbound vehicles given the termination of High Country Trail/Pulliam Drive at the airport. Access to the property will be from two 30-foot driveway entrances on High Country Trail, the main entrance approximately 124 feet from the western property line and the secondary entrance approximately 199 feet from the eastern property line. The driveways are approximately 440 feet apart, exceeding the code requirements for driveway spacing. There is no vehicular access to the Property from its west, north or east sides. The main community entrance is aligned with the rental office and community amenity area. The main drive aisle serving the community will circulate around a majority of the residential units with additional individual drive aisles serving each building. Surface parking is provided for residents and guests throughout the site.

The Applicant has worked with CivTech, a registered traffic engineer, to prepare a traffic statement ("TIS") for the proposed project which has been submitted to the city. The TIS concludes the following:

- The trip generations revealed that the proposed development could generate a total of 644 trips per day with 42 trips (19 in/23 out) generated during the AM peak hour and 71 trips (37 in/34 out) generated during the PM peak hour.
- The results of the intersection capacity analysis that all study intersections are expected to operate with acceptable levels of service (LOS C or better). The intersection of Lake Mary Road and High Country Trail should continue to operate at overall LOS B or better; therefore, no mitigation measures are warranted or recommended.
- Since not more than three (3) right turns per hour are expected at either site driveway during either peak hour, per the City of Flagstaff's Engineering Design Standards Section 13-10-010 (Streets), eastbound right-turn lanes are not warranted on High Country Trail approaching either of the two proposed site accesses.

- Two of the existing three turn lanes at the intersection of Lake Mary Road and High Country Trail provide sufficient storage using the AASHTO method. The eastbound left turn movement from High Country Trail onto Lake Mary Road could require additional storage capacity. Drivers could use the existing CTWLTL on the approach as additional storage. If the CTWLTL on High Country Trail is re-

striped to extend the existing left turn lane, CivTech recommends that it not be striped to provide more than 300 feet of storage, a typical maximum turn lane length.

- Sufficient sight distances to and from Access B appear to be available. In the first submittal of this statement, CivTech recommended the relocation of Access A. On the current site plan, not only has the driveway been relocated slightly, CivTech understands that the development will eliminate much of the sloping terrain that was of primary concern, allowing adequate sight visibility to be provided. Thus, CivTech concludes that the final, engineered location of the driveway established by the civil engineer provides the required sight distances.
- CivTech recommends that sight visibility triangles at the site driveway be provided per AASHTO guidelines. In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height. Tree branches lower than seven (7) feet should be trimmed and maintained to meet current acceptable landscape requirements.

The Applicant and its traffic engineer will work with the city to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines. To address the traffic engineer's conclusion regarding required sight visibility triangles to meet AASHTO guidelines, the eastern driveway was modified during the site plan review process and reviewed by city staff to ensure it meets standards.

The Property is ideally located for the proposed residential development given the proximity to Northern Arizona University and other Flagstaff employers. Additionally, the eastern driveway is approximately 600 feet from the Mountain Line Route 4 and 14 bus stops at Lake Mary Road and High Country Trail, providing convenient access to public transportation for community residents.

I. Analysis of Public Good

As proposed, Aura Flagstaff helps achieve many of the Regional Plan's goals and policies. The proposed development provides additional market rate and affordable rental housing on a long vacant infill parcel that will add civic open space and extend the FUTS network. Aura Flagstaff will also participate in the City of Flagstaff Crime Free Multi-Housing Program which will be implemented at the time of construction, by working with the Police Department to train community management and ensure best practices for crime free housing are standard protocol for the management and operation of the Property. Additionally, the resource protection easement to be placed on the acreage north if High Country Trail, ensures the historical significance of the Auza family homestead and its natural resources are preserved on land that could otherwise be redeveloped and the tree resources and open space diminished along this portion of High Country Trail. The development will participate in both the City of Flagstaff's Affordable Housing Program and Sustainable Building Program. Aura Flagstaff enhances the public good, and does not threaten public health, safety, or convenience in a major way.

J. Public Utilities Analysis

There is no existing infrastructure for water and sewer on-site. The on-site sewer and water will be designed and built for this Project. The Water and Sewer Impact Analysis, completed by the City on June 1, 2018, indicates adequate Fire Hydrant pressure and sewer system capacity for the proposed infrastructure. No off-site infrastructure improvements other than to serve the intent of this Site Plan are required of this development. All proposed infrastructure will be constructed to City of Flagstaff and A.D.E.Q. Standards. Dry utilities will utilize the City Trench Engineering Detail 09-01-032.

K. Community Benefit

This proposal includes the extension and completion of the "Ponderosa Trail" FUTS trail along High Country Trail, the addition of civic open space along the south side of High Country Trail and 20 permanent affordable residential units to benefit the Flagstaff area. While a majority of the residential units under this proposal will be market rate, (20% of the maximum base density) will be affordable to those at or below 80% of the area median income (AMI), which the local housing market is not offering currently. The Applicant has worked with City staff to identify the greatest need in the community for the type of affordable units. City staff has identified the following types of units for Aura Flagstaff to help fill a void in the community and serve the public.

Unit Mix

Unit Size	Designated for Program	Total in Project
One bedroom	14	112
Two bedroom	6	48

The addition of the Aura Flagstaff affordable units will help fulfill the much-needed permanent affordable housing needs of families and individuals in Flagstaff.

Further, this project is a part of the U.S. Department of Housing and Urban Development ("HUD") 221d4 program which is a loan program for multi-family developments that targets projects with rental units to serve mid-income tenants. A project under this program must be located in an area that is shown to have excess demand for housing to be approved. HUD has completed research on the Flagstaff market and the rental housing demand, which as of 2016, when the latest report was published, had not been met. The developer of this project has been required to produce their own market analysis to clearly demonstrate the need for the proposed development to be qualified for this HUD funding program. This project clearly demonstrates the benefit to the community through new housing options identified by the Federal Government as necessary.

L. Bonus Incentives

As noted above, the applicant will be utilizing both affordable housing and sustainable building bonuses as follows:

- Affordable Housing Density Bonus: The applicant is providing 20 affordable housing units in the project (20% of the maximum base density) to utilize the 45% density bonus permitted by Section 10-30.20.040 of the Zoning Code.
- Affordable Housing Parking Reduction: Section 10-50.80.040 of the Zoning Code allows for a reduction in typical parking requirements for affordable housing units. As indicated on the site plan parking table, the applicant is providing 1.0 spaces per one-bedroom unit and 1.5 spaces per two-bedroom unit in conformance with Table 10-50.80.040.A. In total, the applicant is allocating a total of 23 parking spaces for the affordable housing units – 14 spaces for 14 one-bedroom units and 9 spaces for 6 two-bedroom units.
- Affordable Housing Tree Resource Protection Reduction: By providing 20 units with permanent affordability and utilizing sustainable building incentives, the applicant is reducing its required forest resource protection from 50% to 25% per Table 10-30.20.040.B in the Zoning Code.

- Sustainable Building Density Bonus: Pursuant to Section 10-30.70.030 of the Zoning Code, seventy five percent (75%) of the applicant's units will meet a HERS 50 standard to utilize the corresponding 20% density bonus of 20 units. Accordingly, the development will meet the minimum sustainable building standards outlined in Section 10.30.70.040 of the Zoning Code:
    - Water Resource Protection:
        - The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050(C), Oasis Allowance, and Section 10-50.60.060, Hydrozones.
    - Transportation/Air Quality: All 3 will be implemented
        - The development site is located within at least one-quarter mile of a bus stop; or
        - The development is located within at least one-quarter mile of a FUTS trail or connected to it; or
        - Residential electrical systems are designed for electric vehicle charging.
    - Waste Reduction During Construction
        - A plan for the recycling or reuse of all paper, cardboard, plastics, and metals;
        - A plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill
    - Energy Efficiency:
        - An applicant applying the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, shall obtain independent third-party verification that the minimum HERS rating has been achieved before the density bonus is applied, to the satisfaction of the Director and the Building Official.

M. Conclusion

This proposal brings a quality project to Flagstaff that provides amenities to the public, and most importantly, helps meet the ongoing critical housing needs of the greater community. The application is consistent with the goals and policies of the Regional Plan and addresses the need for additional market rate and affordable rental housing units identified by the city and HUD. The Applicant requests approval of this zoning amendment application. This rezoning will allow a reasonable opportunity to develop the Property for its highest and best use.

TAB 1

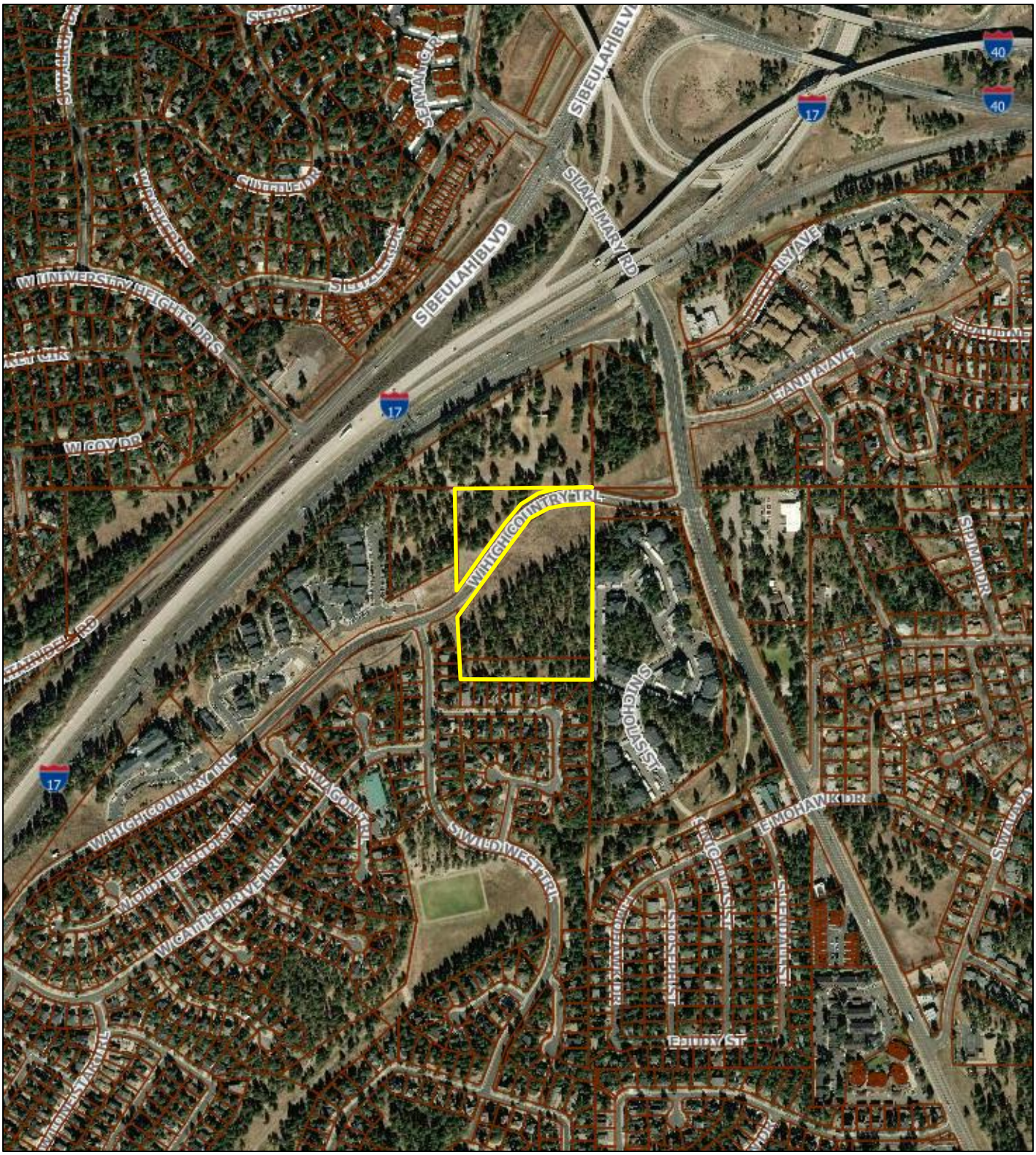
Aerial Map



151 W. High Country Trail – Flagstaff, AZ

N

Aerial Map



151 W. High Country Trail – Flagstaff, AZ

N

TAB 2

Historical Aerial
1980



N

151 W. High Country Trail – Flagstaff, AZ

Historical Aerial
1997

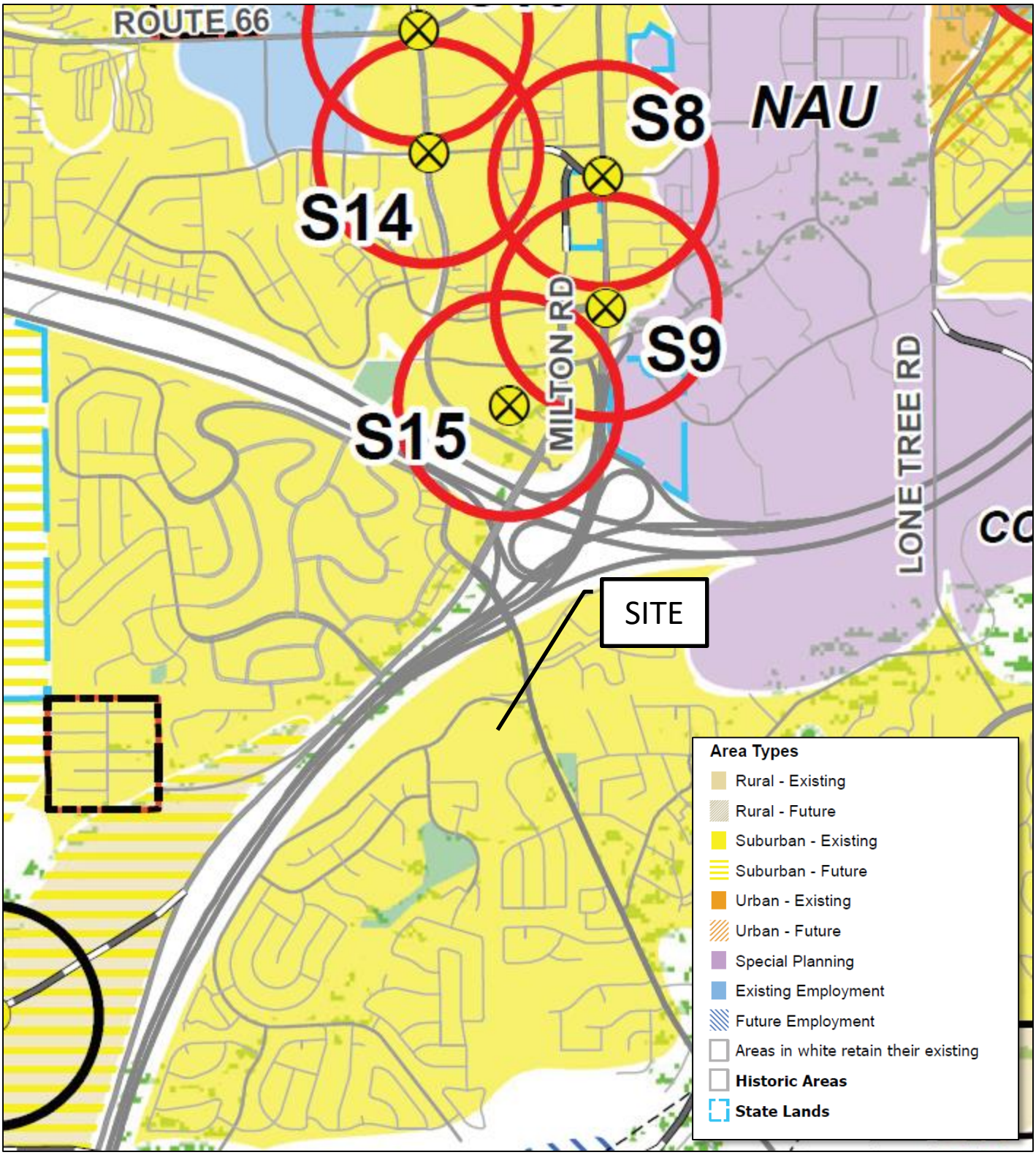


151 W. High Country Trail – Flagstaff, AZ

N

TAB 3

Regional Plan Map

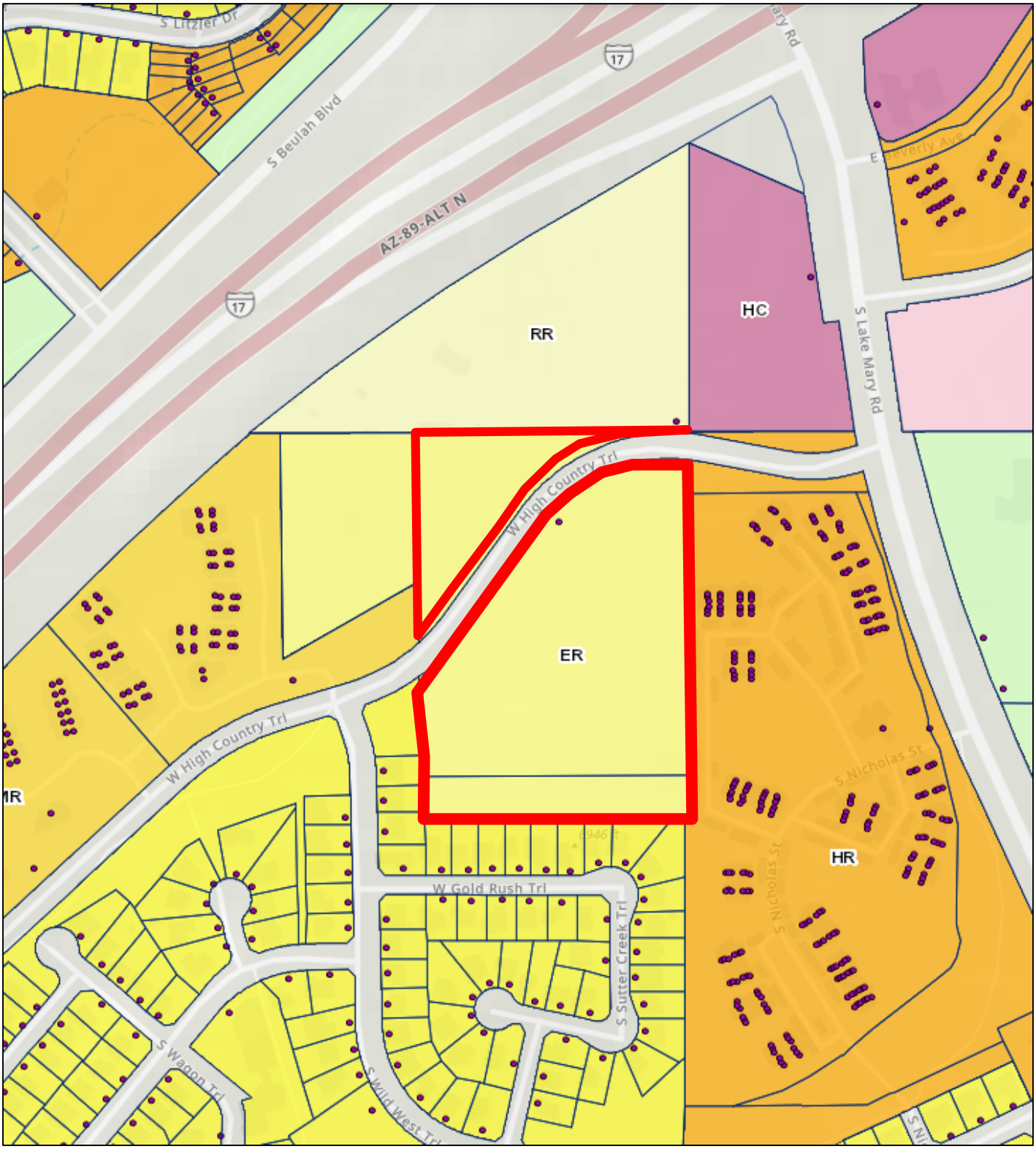


151 W. High Country Trail – Flagstaff, AZ

N

TAB 4

Zoning Map



151 W. High Country Trail – Flagstaff, AZ

N

AURA

Citizen Participation Plan
Zoning Map Amendment Application
Case No. PZ-17-00218-02

West of the Southwest Corner of High Country Trail and Lake Mary Road
Approximately 11 acres

APNs: 112-05-001W and 112-05-011

Resubmittal Date: January 9, 2020

Prepared By:
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I. Introduction

This site is approximately 11 acres located at west of the southwest corner of Lake Mary Road and High Country Trail (the "Property"). The Property is zoned ER. The applicant originally filed applications with the City of Flagstaff for Site Plan Review and a Zoning Map Amendment to change the zoning to MR in December 2018. Following the Planning and Zoning Commission public hearing in May 2019 for these applications, the project was subject to a substantial overhaul and redesign that is now basis of this resubmittal.

These applications will allow ownership to develop a new multi-family residential development on the Property. The project is consistent with the City's General Plan designation and compatible with the surrounding uses. The purpose of this Citizen Participation Plan is to continue the substantial public engagement that occurred in the first phase of these applications and demonstrate how citizens, property owners and neighbor associations in the vicinity of the site will be informed of the application and provide feedback regarding the proposal.

This participation plan will ensure ongoing communication between the Applicant, potentially affected citizens and adjacent property owners, City staff and elected officials throughout the application review process. The information received by the Applicant from these communications will be used to make informed decisions throughout the application process with regard to the development proposal.

II. Contact List

A contact list has been prepared for the zoning map amendment application using the following criteria. Additional contacts may be added over the course of the application process as requested by neighbors, the City of Flagstaff or the Applicant.

- Each real property owner (if different from the applicant) as shown on the last assessment of the property, of any land within the areas subject to the application for which the public hearing is required.
- Each real property owner (if different from the applicant) as shown on the last assessment of the property of any land which is located within 1,000 feet of the property subject to the application for which the public hearing is required.
- The situs or actual address of all tenants and residents living on the subject property.
- All local government agencies which have reviewed and commented on the proposed development or Zoning Map amendment or which abut the subject property.
- All homeowners associations (HOAs) that govern land within 1,000 feet of the subject property as well as all persons or groups whose names are on the registry of persons and groups described above who are interested in receiving such notice.
- Neighbor attendees at all previous neighborhood meetings that signed in and provided contact information.

III. Notification Technique / Notice of Neighborhood Meeting

Citizens, registered neighborhoods, homeowners associations, and other interested parties affected by the applications as detailed above, will be notified of the requests through an informational mailing, a sign posted on site to be updated with information regarding neighborhood meetings and public hearings, and hold two organized neighborhood meetings.

The Applicant will conduct the following notice procedures:

a. Create notices that set forth the purpose and substance of the proposed application, and the time, date and place of a neighborhood meeting and public hearings. The notices shall be sent by first class mail to the Contact List established in Section II of this Public Participation Plan.

b. A notarized copy of the mailing list and affidavit of notification to affected property owners shall be submitted to the City of Flagstaff prior to the fifteenth day prior to the public hearing date and 10 calendar days prior to a neighborhood meeting.

c. Install a minimum of one sign that is at least four feet by four feet in area on the property in a location or locations clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meeting and public hearings once they are scheduled, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 10 days prior to the neighborhood meeting and updated 15 days prior to the public hearing.

d. The applicant shall submit a notarized affidavit of posting and photographs of the signs posted on the subject property to the Director no less than 15 days prior to the public hearing date and 8 days prior to the public meeting.

The City of Flagstaff shall be responsible for placing the public hearing notices required by the Zoning Code in a newspaper of general circulation within the City.

IV. Neighborhood Meeting Format

The neighborhood meetings will be held for a one hour period, beginning at 5:30 p.m. on the dates established by the applicant. The meeting will be an open house format where residents can come in at any point during the one hour window and receive information from the development team about the proposal. Full size plans will be mounted to presentation boards and available for neighbors to view up close. Development team members will present information about the proposal and request, and answer questions one-on-one that meeting attendees may have. Notes will be taken by development team members during the meeting. Comment cards will be available for attendees to share their thoughts about the proposal. Sign-in sheets will be available at the meeting room entrance for meeting attendees to provide name, address, email and telephone number so they may be added to the mailing list if not already on it, and for the applicant to follow-up on any additional information that may be requested by an attendee. A copy of the sign-in sheet will be provided to the city along with a summary as outlined in this plan to City staff following the meeting. The agenda for these meetings is as follows:

AGENDA:

- Introduce the project team which will wear name tags or other forms of identification so the public knows who to speak with.
- Provide an explanation of the purpose of the neighborhood meeting.
- Adequately describe the proposed project, its location, provide a context map.

- Describe what is allowed under the current zoning and what will be allowed if the rezoning request is granted.
- Explain what happens to the feedback received at the meeting.
- Explain the anticipated timeline for the public hearing process.
- Explain next steps in the project including review and approval of site plan, civil plans and construction drawings.

V. Response Procedures

The Applicant shall respond to citizens that express interest. Individual meetings will be conducted upon specific request. The City of Flagstaff will be available to answer questions regarding the review and public hearing process. Parties affected by the applications may also share their feelings about the project by writing to the City of Flagstaff by contacting the planner assigned to the application at the following address.

Alaxandra Pucciarelli
Planning Development Manager
Current Planning Program
211 W. Aspen Avenue
Flagstaff, AZ 86001

VI. Status Procedures

The Applicant shall keep the City of Flagstaff informed of the status of its citizen participation efforts. To do so, the Applicant will provide the following to the City of Flagstaff:

a. Details of techniques the applicant used to involve the public, including:

b. Dates and locations of neighborhood meetings;

   i. Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings or deliveries;

   ii. A copy of the mailing list, and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;

   iii. The number and names of people that participated in the process based on the sign-in sheet for the meeting; and

   iv. A dated photograph of the sign installed in compliance with Flagstaff Zoning Code Section 10-20.30.060 (D)(6) as outlined above in Section III of the Citizen Participation Plan.

c. A summary of concerns, issues and problems expressed during the neighborhood meeting, including:

   i. The substance of the concerns, issues, and problems; and

   ii. The applicant's response to the comments received at the public meeting. The applicant's responses shall be included on the site plan, illustrative plan, other planning document(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation why they were not included must be provided;

d. The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.

VII. Inquiries

Inquiries will be documented and made available to City staff in the form of a report/neighborhood meeting summary as outlined above and prior to public hearings.

VIII. Schedule for Implementation

1.	Mail Notice Letters / Invitation to 1st Neighborhood Open House	February 2020
2.	Hold 1st Neighborhood Open House	February 2020
3.	Submit a summary of the Neighborhood Meeting to Staff and neighbors that attended the meeting	Within 10 days following the meeting or at the time of zoning map amendment application, whichever comes first
4.	Mail Invitation to 2nd Neighborhood Open House*	Ten days prior to meeting
5.	Hold 2nd Neighborhood Meeting	Within 30 days of formal application and no fewer than 31 days before the first hearing
6.	Submit a summary of the Neighborhood Meeting to Staff and neighbors that attended the meeting*	Within 10 days of meeting
7.	Mail Notification Letter for Public Hearing*	15 days prior to 1st Hearing
8.	Site Posting for Public Hearing	15 days prior to 1st Hearing
9.	Submit affidavit of sign posting and public hearing notice mailing	15 days prior to the 1st Hearing

*The second neighborhood open house meeting and public hearing notice may be mailed together, depending on the hearing schedule. If this occurs, the neighborhood meeting will occur no less than 31 days prior to the first public hearing date and a summary of the meeting will be submitted to the City the day after the meeting. Notice requirements as outlined above will be met.

AURA

Aura Flagstaff Virtual Neighborhood Meeting Summary

Meeting Date: 3/23/2020

Time: 5:30 pm to 6:30 pm

Development Team:

- Todd Gosselink, Trinsic Residential Group
- Jason Morris, Withey Morris, PLC
- Benjamin Tate, Withey Morris, PLC
- Richard Alvarez, ORB Architecture

Development Summary:

- 11-acre site west of southwest corner of Lake Mary Road and High Country Trail
- Request to rezone from ER (Estate Residential) to MR (Medium Density Residential)
- 160-unit high-quality multifamily residential development
    - One-bedroom units: 112
    - Two-bedroom units: 48
- Includes 20% affordable housing units
- Open space: 95,943 square feet
    - Civic open space: 24,000 square feet
    - Common open space: 71,943 square feet
- Lot coverage: 15.30%
- Parking:
    - Required: 229 spaces
    - Provided: 242 spaces

Summary of Significant Changes from Previous Site Plan:

- Decrease in density from 174 to 160 units.
    - 25% decrease in number of bedrooms from 265 to 208 due to change in unit mix.
- Tripled setbacks adjacent to single-family to south and west.
- Reduced site area to 11 acres – no longer rezoning Auza homestead.
- Removed carriage buildings on south side of project and decreased height adjacent to single-family homes to the south.
    - Eliminates need for tiered retaining wall system and dramatically reduces cut and fill on south side of the site.
- Retaining all stormwater on site – won't feed into culvert system.
    - Eliminates the deep retention basin along High Country Trail – now usable, flat civic open space.

Frequently Asked Questions:

- Will there be development on the north side of High Country Trail?
    - **No, the portion of the site on the north side of High Country Trail will be a tree resource protection area. All development for this project will be on the south side of High Country Trail**

- Does the project meet the open space requirements prescribed by the City?
    - **Yes, we are providing 24,000 square feet of civic open space (5% of the overall site) and 71,943 square feet of common open space (15% of the overall site) in compliance with the ordinance requirements. Additionally, the unimproved tree resource protection areas are not included in that calculation.**

- What is the parking ratio for the development? How many spaces are you providing per resident?
    - **We are providing a total of 242 spaces, which is a ratio of 1.5 spaces per unit. This is 13 spaces more than the 229 spaces required by ordinance.**

- Will High Country Trail be widened or will any turn lanes be added to the intersection of Lake Mary Road and High Country Trail to accommodate traffic?
    - **With respect to the widening of High Country Trail, our traffic impact analysis does not indicate a need to widen High Country Trail given the relatively low traffic impact of the reduced density development. Ultimately, however, the decision to make any changes to High Country Trail rests with the City of Flagstaff's Public Works Department**
    - **With respect to the intersection of Lake Mary Road and High Country Trail, that intersection is outside of our project boundaries. Any changes to that intersection would be made by the City of Flagstaff.**

- Would it be possible to have one driveway designated as an "entrance only" and the other designated as "exit only"?
    - **We will explore this possibility with the City of Flagstaff. Whether or not it is feasible will depend upon what creates the safest traffic conditions and allows for the most efficient flow of vehicular traffic.**

- Are there any entrances/exits from the site to Wild West Trail?
    - **No, like the previous plan there are only two points of ingress/egress from the site and they are both on High Country Trail.**

- What is the change in total square feet of housing between the old and new proposal?
    - **Old Plan: 220,330 gross square feet (lower + upper floors) with 82,223 SF footprint**
    - **New Plan: 187,269 gross square feet (lower + upper floors) with 73,368 SF footprint**

AURA

Aura Flagstaff Virtual Neighborhood Meeting Summary

Meeting Date: 7/1/2020

Time: 5:30 pm to 6:30 pm

Development Team:

- Todd Gosselink, Trinsic Residential Group
- Jason Morris, Withey Morris, PLC
- Benjamin Tate, Withey Morris, PLC
- Richard Alvarez, ORB Architecture

Development Summary:

- 11-acre site west of southwest corner of Lake Mary Road and High Country Trail
- Request to rezone from ER (Estate Residential) to MR (Medium Density Residential)
- 160-unit high-quality multifamily residential development
    - One-bedroom units: 112
    - Two-bedroom units: 48
- Includes 20% affordable housing units
- Open space: 108,983 square feet
    - Civic open space: 29,000 square feet
    - Common open space: 79,983 square feet
- Lot coverage: 15.30%
- Parking:
    - Required: 240 spaces
    - Provided: 242 spaces

Summary of Significant Changes from 2019 Site Plan:

- Decrease in density from 174 to 160 units.
    - 25% decrease in number of bedrooms from 265 to 208 due to change in unit mix.
- Tripled setbacks adjacent to single-family to south and west.
- Reduced site area to 11 acres – no longer rezoning Auza homestead.
- Removed carriage buildings on south side of project and decreased height adjacent to single-family homes to the south.
    - Eliminates need for tiered retaining wall system and dramatically reduces cut and fill on south side of the site.
- Retaining all stormwater on site – won't feed into culvert system.
    - Eliminates the deep retention basin along High Country Trail – now usable, flat civic open space.

Summary of Additional Changes Since 3/23/2020 Virtual Meeting:

- Increases in open space:
  - Civic Open Space: 24,000 SF → **29,000 SF**
  - Common Open Space: 71,943 SF → **79,983 SF**
  - Total Open Space: 95,943 SF → **108,983 SF**
- Coordination with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to provide new Mountain Line bus stops on north and south sides of High Country Trail.
- Added 4 Electric Vehicle parking spaces/charging stations.
- Civic space area adjacent to High Country Trail converted from turf to natural grasses and wildflowers.
- Commitment to construct FUTS trail connections east and west of site:
  - Will bring "High Country Trail" to full connectivity between "Bow and Arrow Trail" to the east and "Ponderosa Trail" to the west.

Frequently Asked Questions:

- **If the stormwater isn't feeding into the culvert system, how will the site drain and where is the water going?**
  - All stormwater will be retained on-site using a series of chambers and dry wells underneath the drive aisles in the parking area. Water will percolate naturally into the ground from the dry well tanks.

- **How will the views from the homes adjacent to the south side of the project be affected by the new site plan vs. the old site plan?**
  - The view corridor for the homes immediately south of the project in the new site plan is a significant improvement over the original plan. In the original plan, the nearest building was a 24-foot-tall carriage building 15 feet from the property line and a 40-foot-tall, three-story building approximately 93 feet from the property line. In the new plan, the nearest building is a 28' 4"-tall, two-story building approximately 48' 1". As the sightlines show (See Site Section Exhibit on Page 9), the new plan is a significant improvement even with the changes in grade elevation. Importantly, the original plan required significant clearcutting of mature 60-foot Ponderosa pine trees between the property line and the nearest building. As the exhibit illustrates, far more of those trees between the homes to the south and the project will be left undisturbed. As a result, Ponderosa pines will remain a dominant feature of the view corridor far more than the previous plan.

- **What type of energy efficient features/sustainable building practices will be used?**
  - Low E insulated glass
  - High efficiency HVAC – 15 SEER units
  - LED lighting throughout
  - Low voltage LED landscape lighting
  - Recycle program for residents and office/common areas
  - Low flow water fixtures
  - Energy Star appliances
  - Individual unit water meters to track usage
  - Energy efficient pool pump and filtration equipment
  - Unit separation assemblies with STC 55 or greater for enhanced sound separation and energy retention
  - An irrigation design that employs low flow drip irrigation to maximize efficiency, and a smart controller with weather sensing technology
  - Applicant will participate in the City of Flagstaff's Sustainable Building Program which will require apartment units to achieve a HERS rating of 50 or better.

- **At the previous meeting there was a question about designating an exit-only driveway and an entrance-only driveway, any update?**
    - The City of Flagstaff does not recommend exit/entrance-only driveways for this site.

- **How will the new bus stops on the north and south sides of High Country Trail affect traffic?**
    - The request from the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) to install bus pads was a relatively recent request and we are working with NAIPTA and the City of Flagstaff to mitigate any impact on traffic.

- **Is there demand for new multi-family residential housing in the City of Flagstaff?**
    - Flagstaff has the highest multifamily occupancy rate (over 98%) of any major municipality in the State of Arizona. There is very high demand for new, Class A multi-family residential housing in the City of Flagstaff – both for market rate and affordable housing products.

- **How many trees are you "claiming" on each side of High Country Trail?**
    - The area on the north side of High Country Trail will be left completely undisturbed and all trees will be preserved in a tree resource protection easement dedicated to the City of Flagstaff. Our tree resource survey, which is part of the City of Flagstaff submittal requirements and prepared by a certified third-party arborist, is available from the City of Flagstaff through a public records request.

- **When will we know the traffic analysis and the exact plan?**
    - We recently submitted a revised Traffic Impact Statement to the City of Flagstaff for review. It is available through a public records request to the City of Flagstaff.

- **How many ADA-compliant apartments are available?**
    - Multifamily dwelling units are governed by ANSI not ADA. All ground floor units are designed to ANSI Type B standards (62 units). 2% of all units are designed to ANSI Type A standards (the highest level of accessibility). There will be a total of 4 ANSI Type A units.

- **What is your plan for fencing adjacent homes?**
    - A 42-inch-tall fence/guardrail will be placed on top of an 8' to 10' retaining wall set back approximately 35' from the property line. See the attached North/South Site Section.

- **What will the market/affordable units rent for?**
    - These estimates are ranges that are preliminary in nature and are subject to change due to market conditions and other factors:
        - 1-Bedroom: $1,500 to $1,600 (Market Rate)/$1,000 to $1,100 (Affordable)
        - 2-Bedroom: $1,700 to $2,000 (Market Rate)/$1,200 to $1,250 (Affordable)

AURA

AURA FLAGSTAFF

West of SWC High Country Trail
and Lake Mary Road

OVERVIEW

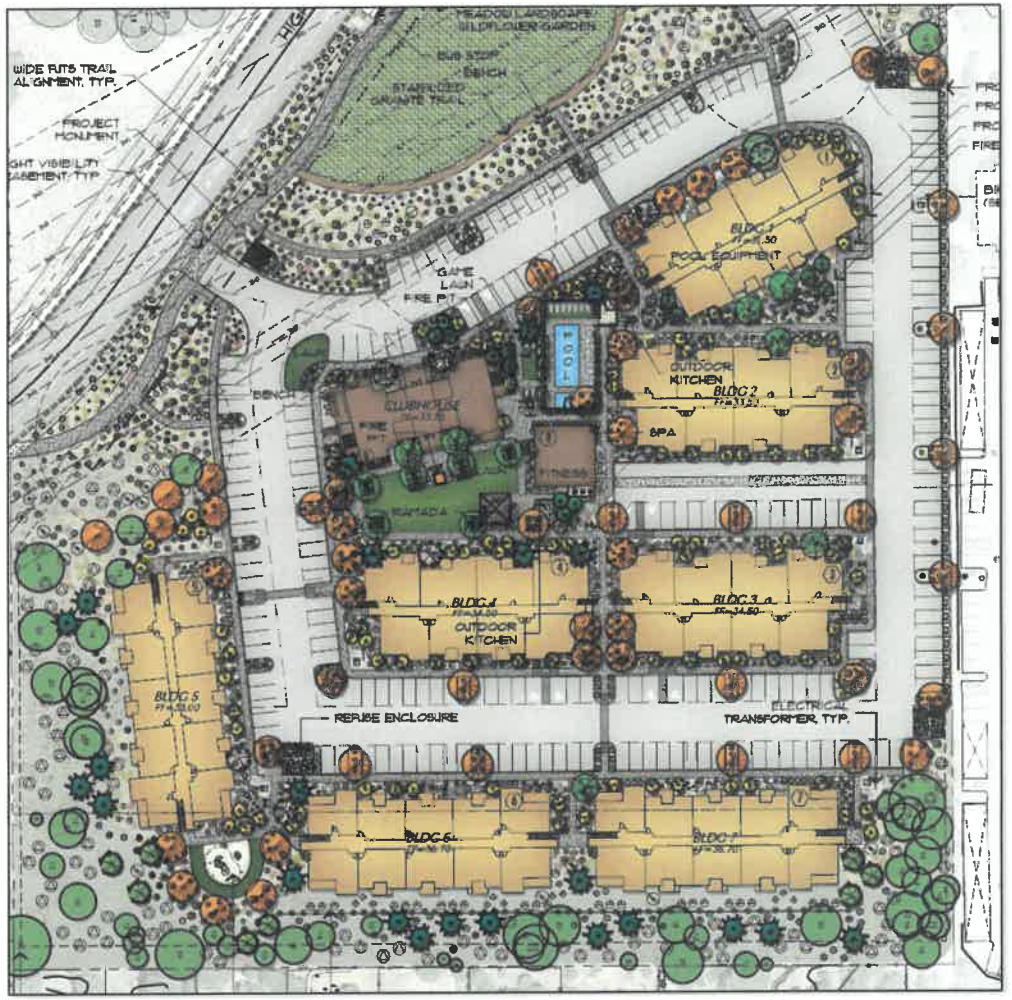
- Rezoning application originally filed December 2018 for 173-unit, 15-building multifamily residential development plus Auza homestead on north side of High Country Trail.
    - 16.11-acre project area included Auza property north of High Country Trail.
- Multiple neighborhood meetings and public hearings held from January 2019 to November 2019.
- Re-filed new zoning application in February 2020
    - Reduction in project area
    - Reduction in density
    - Reduction in overall number of buildings
    - Increase in setbacks
- First virtual neighborhood meeting for new project held on March 23, 2020



SUMMARY OF CHANGES

March 2020

- Decrease in density from 174 to 160 units.
  - 25% decrease in number of bedrooms from 265 to 208 due to change in unit mix.
  - Reduction in total number of buildings from 15 to 8
- Tripled setbacks adjacent to single-family to south and west.
- Reduced site area to 11 acres – no longer rezoning Auza homestead.
- Removed carriage buildings on south side of project and decreased height adjacent to single-family homes to the south.
  - Eliminates need for tiered retaining wall system and dramatically reduces cut and fill on south side of the site.
- Retaining all stormwater on site – won't feed into culvert system.
  - Eliminates the deep retention basin along High Country Trail – now usable, flat civic open space.



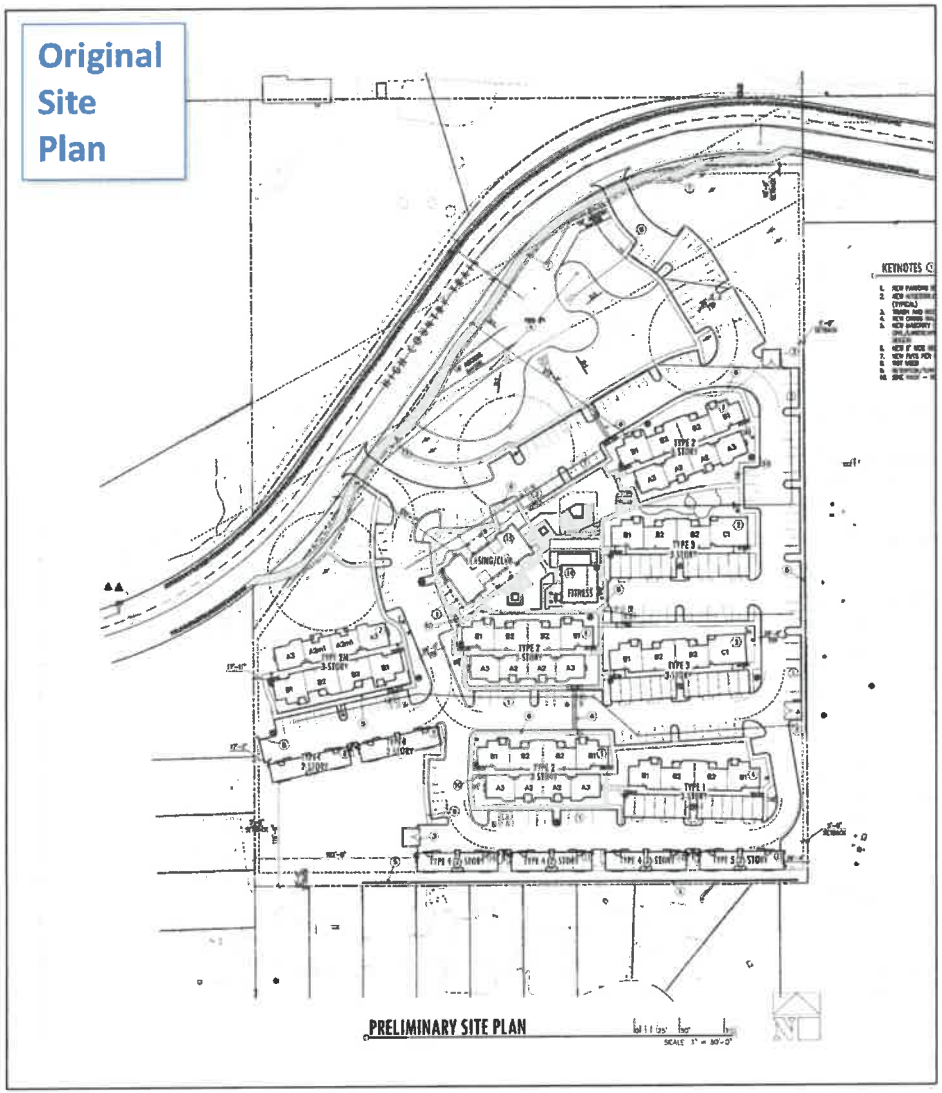
SUMMARY OF CHANGES

Additional Refinements – July 2020

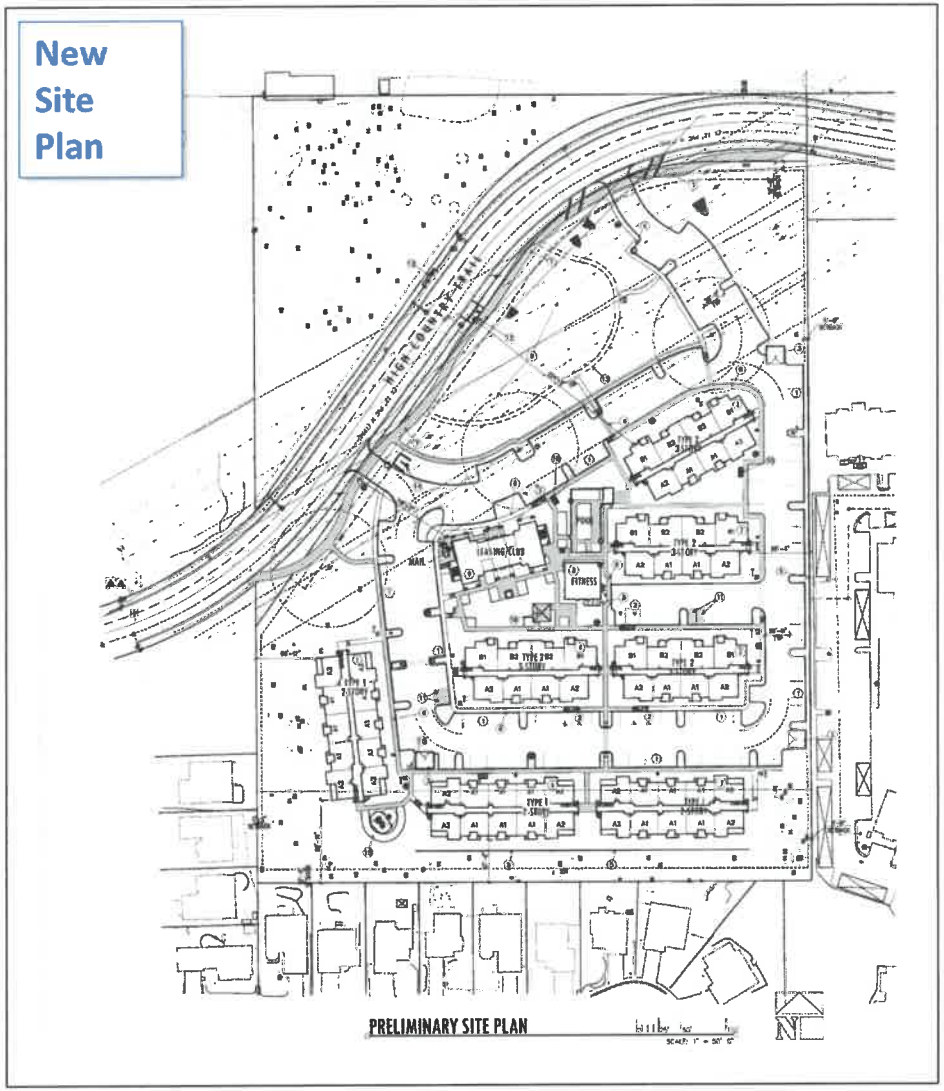
- Increases in open space:
  - Civic Open Space: 24,000 SF → 29,000 SF
  - Common Open Space: 71,943 SF → 79,983 SF
  - **Total Open Space: 95,943 SF → 108,983 SF**
- Coordination with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to provide new Mountain Line bus stops on north and south sides of High Country Trail.
- Added 4 Electric Vehicle parking spaces/charging stations.
- Civic space area adjacent to High Country Trail converted from turf to natural grasses and wildflowers.
- Commitment to construct FUTS trail connections east and west of site:
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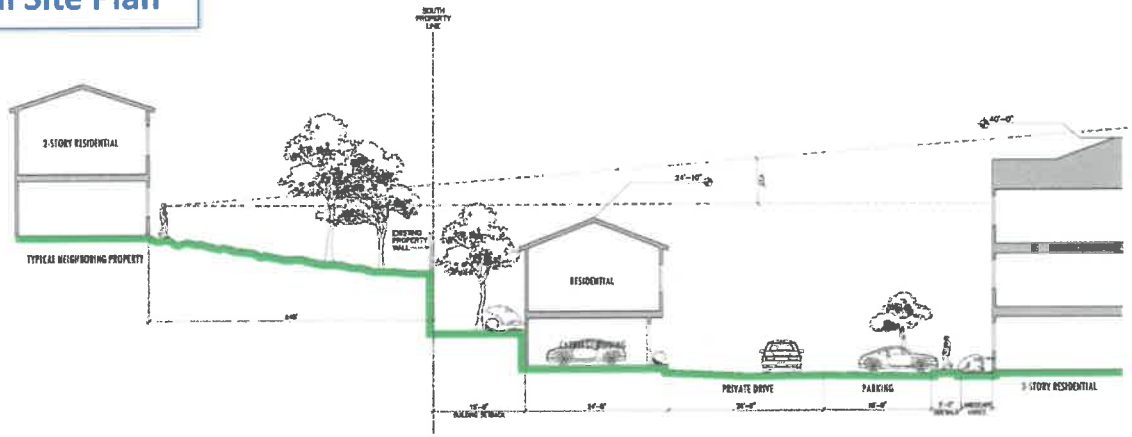
Original Site Plan



New Site Plan



Original Site Plan

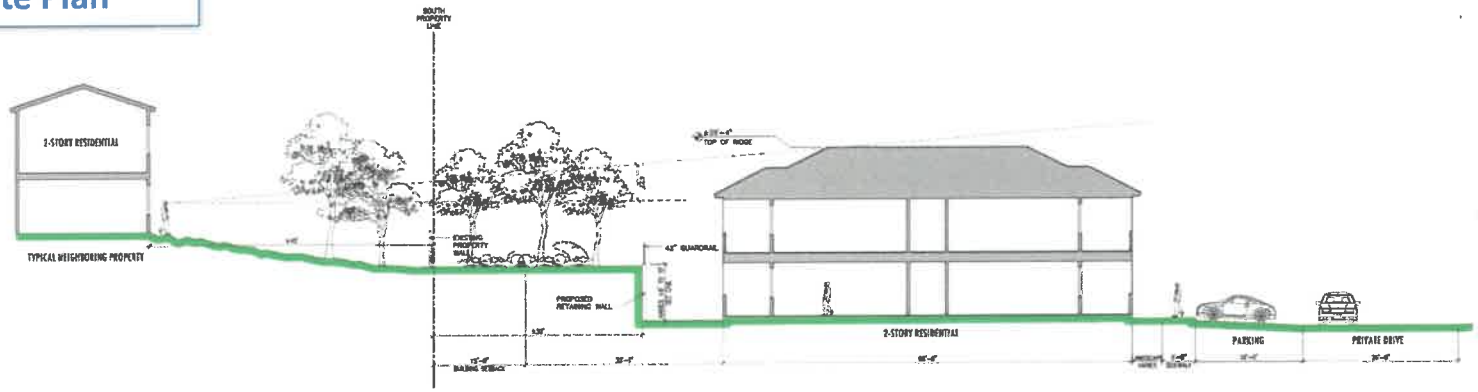


PREVIOUS NORTH/SOUTH SITE SECTION



VICINITY MAP

New Site Plan



CURRENT NORTH/SOUTH SITE SECTION

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barker Architecture, LLC
ORB

WorldHQ@ORBArch.com

DEVELOPER

Architect

REVISIONS

A1.11

SITE SECTION PRELIMINARY

CURRENT PROJECT DATA

- 11-acre site west of southwest corner of Lake Mary Road and High Country Trail
- 160-unit high-quality multifamily residential development
  - One-bedroom units: 112
  - Two-bedroom units: 48
- Includes 20% affordable housing units
- Open space: 108,983 square feet
  - Civic open space: 29,000 square feet
  - Common open space: 79,983 square feet
- Lot coverage: 15.30%
- Parking:
  - Required: 240 spaces
  - Provided: 242 spaces



PONDEROSA TRAILS HOA

Sent via first class mail

September 11, 2020

City of Flagstaff – Zoning Committee
211 W Aspen Avenue
Flagstaff, AZ 86001

RE: Aura Flagstaff

Dear Zoning Committee:

This letter is being written on behalf of the members of the Ponderosa Trails Homeowners Association regarding common concerns of its members, with the updated proposed development "Aura Flagstaff". In August 2020, an informal poll of the members of the Association was taken. A brief summary of the types of City Zoning pertaining to the property was given and the following question was asked: "Are you in favor of the proposed zoning change to rezone the property to Medium Density Residential (MR)?

There is a total of 639 lots within the Association, most with multiple owners; the poll was sent out to over 850 owners/representatives representing over 621 lots. 338 responses were tallied, resulting in 88% opposed to the zoning change, 11% were in favor, and 1.5% did not have an opinion either way.

Sincerely,

Katy Kuhns

Katy Kuhns, Community Manager
For:Bryan Burton, President
Board of Directors
Ponderosa Trails HOA
www.ponderosatrailshoa.com

Alaxandra Pucciarelli

From: Nathan Jones <ndj1187@gmail.com>
Sent: Wednesday, July 1, 2020 7:39 PM
To: Alaxandra Pucciarelli
Subject: Aura Flagstaff

Hi Alex,

I hope this email finds you well during these challenging times.

I am writing to you today to express my frustration and resounding disapproval of the Aura Flagstaff development. I have attended every neighborhood meeting dating back to the initial meeting in either 2018 or 2019 when this project first started and came to the planning and zoning meeting. I have left every meeting feeling like I am being lied to and made to feel unintelligent.

Before I get into my points, I do want to assure you I support growth and development within Flagstaff, as long as it makes sense. I would fully support single family homes being built in lieu of these apartments, as I have recognized the need for more single family homes.

I have many concerns about this development, but I first want to start with my frustration with the developer. I understand that they are just doing their jobs to the best of their ability, but their inability to actually answer any of the questions is appalling. It is very apparent talking to them that they are lawyers and they think they know what's best for a town they have never, nor will they ever, live in. I feel like they haven't done any research about Flagstaff, but rather they insist on making the residents feel like we don't know what we are talking about. I have asked multiple questions during every meeting and never feel like my question is answered. They have no problem following up one-on-one with someone to answer their question, but I see this as a tactic to dance around the subject rather than face it head on.

Now to my concerns. My biggest issue with this development is the purchase of the entire 11 acres, but with no plan to build on 2 of them so they can "claim" they are saving trees. Are they saving trees? I guess, but not really if the intent is to never build there in the first place. My question to you, is how is this ok? Am I the only one that sees an issue with this? My next issue - Traffic. Traffic on High Country has always been a point of contention with the residents of Ponderosa Trails, and by adding 200-300 people to this neighborhood without adding an additional exit will only make it worse. Now the developer is saying that bus stops will be added along High Country which will only cause bottlenecks and more frustration. Thirdly - Parking. The current apartment complexes along High Country already park along Wild West trail when they run out of spots. What is stopping this from happening with this complex? I get that they are alloting 1.5 spaces per unit, but we both know most, if not all units, will have more than one car.

Some questions I have for you. I hope you are able to answer them, but I understand if you are not.
1. What data are they using to show the (to use the developers words) "overwhelming" need for additional apartments? Flagstaff has multiple complexes already under construction with more getting ready to come.
2. How old is their traffic study data? They never show us the data they have, which never makes sense. If you have the data and it backs up your point, why wouldn't you show it?
3. What are your thoughts on this development?

I know I just threw a lot at you, but I appreciate you taking the time to read through this.

Thank you,
Nathan Jones

Alaxandra Pucciarelli

From: CRAIG ROSE <rose5az@hotmail.com>
Sent: Thursday, September 10, 2020 1:33 PM
To: Alaxandra Pucciarelli
Subject: AURA Flagstaff

Importance: High

My name is Craig Rose, and I live in Ponderosa Trails. We have been here, in this Development since 2002. I am a native of Flagstaff. We are currently troubled in this proposed development on High Country Trail, Lot # 110-50-211. I'm sure your office is aware of the request to rezone this plot for apartments. My position is negative. It will not be a family friendly apartment complex, due to the amount on only 1 bedroom apartments, (which would be destined for students). Only a few 2 bedroom and no 3 bedroom. The plans still show a high density apartment complex, and not a medium density complex. The wording is wrong by the developer who is wanting to build here. There are approximately 750 trees, that they will have to destroy to complete this complex, and I believe there are comprehensive plans/community plans that prohibit the destruction of open areas.

My question is what happened to the comprehensive/community plans that prohibit this type of building in an open area. What percentage of mature trees have to remain to keep this area. When we built our home here, we were told by the city, that we have to keep a certain percentage of trees on our property to keep it in perspective to the city plans. We have been to city hall when this first started and your commission recommended disapproval of this complex. Ponderosa Trails Development does not need extra traffic, on high country trail, this would cause more back up, accidents during snow season, safety to our citizens, who live here already, we have one exit on High Country Trail, and it's backed up every day. During work start times. Plus the area, is on two dangerous curves and during snow season is very icy, and I have personally seen since living here, about 150 accidents or slide offs.

So please take this to heart and not let this go through.

Sincerely
Craig Rose
3739 S Wild West Trl
Flagstaff, AZ 86005

Sent from Mail for Windows 10

Alaxandra Pucciarelli

From: CRAIG ROSE <rose5az@hotmail.com>
Sent: Tuesday, December 1, 2020 10:54 AM
To: Alaxandra Pucciarelli
Subject: PZ-20-00008-01 Aura of Flagstaff

Commissioner Zimmerman and zoning commission members.

Good morning, My name is Craig Rose and live in the area adjacent to where this complex is proposed.

I'm sure you have seen and received a lot of emails concerning the planned mess. We have lived on Ponderosa Trails for 18 years, and knew that the Apartment complexes across the street at 250 and 300 High Country Trail were coming. Because that was part of the plan discussed when our area went in.

But, adding another apartment complex in this area, will deteriorate the beauty we have come to know in the Aura submission.
Additional reasons we don't need this project. The crime in the area has risen dramatically since the apartment complex's have been built. I canvassed the FPD and the excel sheet is to extensive to send to you. But we have seen the FPD and FFD's there constantly (usually on a daily basis). We witnessed a murder, and 2 suicides', in the past year.

As of now Flagstaff has to many apartment complex's in the works, and do not need to add to that process. I canvassed the apartments at Fremont station (only 47% occupied), The standard (45% occupied). The Lumber Jack (HUB) 47% occupied. NAU admissions in down 12% as of November and continuing to decline. The Developer who purchased the MVD property has pulled out of building for the reasoning of lack of students and would not be lucrative to his company. We really don't need this to develop .

Thank you for your time and consideration to deny this proposal.

Sent from Mail for Windows 10

Alaxandra Pucciarelli

From: Uri Farkas <Uri.Farkas@nau.edu>
Sent: Tuesday, December 1, 2020 9:21 AM
To: Alaxandra Pucciarelli
Cc: David Zimmerman; Becky Cardiff
Subject: RE: PZ-20-00008-01
Attachments: P and Z Letter.docx

Hi Alaxandra,

Thanks to you, Chairman Zimmerman and Committee for the opportunity to share information. I've attached a brief statement for their review.

Will look forward to speaking with you all on Dec. 9th –

Best,
Uri Farkas
198 West Gold Rush Trail
Flagstaff, Arizona
86005

From: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Sent: Monday, November 30, 2020 12:01 PM
To: Uri Farkas <Uri.Farkas@nau.edu>
Cc: David Zimmerman <zimmerdg@gmail.com>; Becky Cardiff <bcardiff@flagstaffaz.gov>
Subject: RE: PZ-20-00008-01

Hi Uri-

I have copied the Chairman on this email to make him aware of your request to speak. Did you wish to put anything in writing? I include copies of any written comments in the packets that go out to the commissioners.

Thank you,

Alaxandra Pucciarelli
Current Planning Manager
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Uri Farkas <Uri.Farkas@nau.edu>
Sent: Monday, November 30, 2020 8:43 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>; Tammy Bishop <tbishop@flagstaffaz.gov>
Subject: PZ-20-00008-01

Hi Alaxandra –

I would like to request to speak at the December 9th Planning and Zoning Meeting regarding the Aura and PZ – 20 – 00008 – 01.

Thanks for your consideration and please let me know if you need additional information prior to the meeting –

Thank you –
Uri Farkas
198 West Gold Rush Trail
Flagstaff, Az
86005

From: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Sent: Friday, November 6, 2020 7:55 AM
To: Uri Farkas <Uri.Farkas@nau.edu>
Subject: RE: Upcoming Planning and Zoning Meeting

Hi Uri-

We are planning to take Aura before the Planning & Zoning Commission on December 9th. The developer should be updating their sign soon. We have not agreed to a city council meeting yet. It will probably not happen until January.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Uri Farkas <Uri.Farkas@nau.edu>
Sent: Thursday, November 5, 2020 3:12 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: Upcoming Planning and Zoning Meeting

Hi Alaxandra,

I'm a resident of Ponderosa Trails and wanted to inquire about future Planning and Zoning meetings specifically related to the Aura project by Texas developers, Trinsic.

The sign on High Country Trail still notes a meeting time back in July and I was wondering if their project was slated to go before you and the committee anytime soon.

Thanks for your help and have a great week –
Uri Farkas
198 Gold Rush Trail
Flagstaff, Az
86005

November 30, 2020

Re: Aura Apartments, PZ-20-00008-01

Chairman Zimmerman and Committee,

Thank you all for taking the time to hear input from members of the Flagstaff community regarding the proposed building of the Aura Apartments in the Ponderosa Trails neighborhood. Our family is adamantly opposed to the construction of the apartments and would like to provide some brief context.

1) We are not anti-development in any way. Based on the City of Flagstaff Zoning map, the area to be developed is zoned ER (Estate Residential). We welcome any development following the designated zoning which we feel appropriate for our neighborhood.
2) Trinsic Development, no matter how many times they commit falsehoods, have never communicated with me or a member of my family regarding the development. They have repeatedly said in documents and in the past Planning and Zoning meeting they have "reached our directly to and offered to meet with all home owners on Gold Rush Trail". We have owned our home since June 2018 and have never been contacted in any way.
3) The repeated sales pitch noting a 16 acre development is not accurate. The only land being asked to be developed is 9 acres.
4) The continued sales pitch of "medium density" is not accurate. As a zoning committee, please see the number of units and it's clearly "high density". They are using credits to become "medium density".
5) The number one goal of the Flagstaff Regional Plan is "Identify, preserve, and build on the positive qualities of different places"
    a. We are asking you all please help preserve our neighborhood.
6) The Trinsic sales pitch of "family apartments" is a falsehood based on their number of one and two bedroom units.
7) If approved, the Ponderosa Trails neighborhood near the proposed development will lose home owners and families. It will become rental housing and the demise of a family friendly environment.

Simply put, this is the wrong development at the wrong time in the wrong location. High density housing is critical for thriving communities. The Ponderosa Trails neighborhood is not the right location of this project. Affordable housing is a critical need in Flagstaff. Let's not consider the 20 units of affordable housing in the proposed Aura complex a win for a community when a literal forest will be taken down to accommodate this. Let's all work on a community plan to create affordable housing on a larger scale and not try to jam 20 units into a student housing project. A Texas developer, building a 150 unit eyesore in place of a wooded forest at the entry of a family neighborhood is a mistake. I hope you all take into consideration the information provided and again, thank you for your service to the Flagstaff community.

The Case for Denial

Aura Flagstaff – PZ-20-00008-1

Phil Goldblatt, Resident, Ponderosa Trails HOA

December, 2020



Table of Contents

Page 4
Summary of this Paper to the Flagstaff P & Z Commissioners

Page 7
I. Subversion of the Main and Explicitly Stated Authority and Purpose of our Zoning Code by Allowing "de Facto" High Density Apartments in a Maximum Medium Density Zone

Page 8
II. Alteration of the Community Character of our Neighborhood without First Completing a Major Regional Plan Amendment that would allow Applicants to do so

Page 9
III. Wrongful Designation of the Development Site Area and Calculation of the Baseline Density for "Aura" Leading to Surreptitiously adding a Concealed Density "Bonus" to an Otherwise Unconstrained but Appropriate Pair of Density Bonuses

Page 12
IV. The Rational' for Permitting no Maximum Cap or Limit to the Degree of Density Bonus Awarded is Legally Arbitrary and Therefore Must be Applied to the Award of Reduction of Forest Resources as well – Or an Alternative Standard Utilized

Page 17
V. Aesthetics are a Valid Consideration in Deciding Whether to Approve or Deny an Application for Rezone

Page 19
VI. Why are High Density Apartment Houses Considered a Private but Permanent Nuisance to Adjacent Single Family Homeowners?

Page 20
VII. The Underground "Chamber" Method of Collecting Storm Water Used here by Aura along with Small Culverts is Insufficient to Prevent Greater Accumulation of Water onto High Country Trail than occurs without this Development

Page 21
VIII. The Real Significance of the Most Recent Ponderosa Trails HOA email Poll on this Rezone Showing Great Majority Opposed

Page 22
IX. What about the Findings??

Page 25
Appendix A – Why the Current Housing Boom is Forecast to Decline

Page 27
Note #1 – Zoning and the Police Power

Summary of this Paper to the Flagstaff P & Z Commissioners

Dear Chairman Zimmerman and P & Z Commissioners:

I realize this paper is quite long and complex. Therefore I sincerely invite any and/or all of you to engage me in discussion if you have questions about anything I have written. And to of course feel free to pass it by the City's or preferably an independent attorney if you wish examination and/or clarification. Additionally, if even after the Public Hearing on "Aura" you wish to evaluate further, please feel free to not tender a vote but to recess if you wish to have more time to investigate and study this and any other issues I have raised re: this rezone.

Probably the first four Sections of this paper are most important to understanding the intent of it. Though I believe all are very relevant to this "Aura Flagstaff" proposal. Here is a short summary of each section for your convenience.

I. **Purpose/Authority of Code** - Our zoning code is "protective" of community character and therefore of the people who live in those communities. One of the MAIN purposes of our Code is to limit scale and density, not inflate it.
Another main purpose is to encourage aesthetically attractive developments that protect adjacent landowners from property devaluation and other adverse impacts.

II. **Community Character** - The impact of "Aura" on the neighborhood is "de facto" high density since it is proposed for 160 units on 9 acres or 17.8 units/acre. Those are the "facts on the ground" and no administrative rule or law can alter that. Because these facts would alter the community character, a Major Regional Plan amendment is required that has not been accomplished.

III. **Improper Designation of Development Site Area** - The two acres claimed by Applicants to be a part of the "development site area" are actually PROHIBITED from development by the conservation easement they would place on them. And they are not a contiguous site upon which any development at all is proposed. Furthermore they are apart from the 9 south side acres (separated by a street and private fence) upon which development **is** proposed. Therefore they must not be used to calculate the allowable baseline density,

the density bonus's, nor the "on-site" resource protection incentive allowable. Other incentives could have been awarded if the developer wanted to place such an easement on additional property. The developer also abrogates his responsibility regarding how he should use this conservation easement to mitigate impact. And significantly our Code itself provides rules of interpretation that show that the more restrictive provision utilized in this paper must be the one that governs and applies.

IV. **Arbitrariness of Plan Interpretation** - The Regional Plan "interpretation" used here to allegedly allow Applicants to apply for Medium Density without any cap on the degree of density bonus incentive is legally arbitrary in that it ignores negative consequences and depends on individual discretion rather than a fair application of the law. The "Suburban Characteristic Density Range" found in the Plan should apply instead. Further it elevates one of the sections of the Code above the main purposes for the Code itself and that is unlawful as well. It sweeps over broadly and therefore must apply to the "protection of forest resources" also but then that would disallow that incentive since it impedes (not furthering) the goals and policies of our Plan.

V. **Aesthetics in Zoning** - This section provides evidence and argument that aesthetics are essential for preserving pleasant residential areas. It also goes on to show that "Aura" lacks several elements contained in our Zoning Code to do just that; preserve and protect the community character from poor aesthetics. It lacks building forward design, location of entrances at the front of the buildings, no screen wall nor trees to screen from High Country Trail, parked cars easily seen from that street, and forward parking lots in front rather than the side and rear of the buildings as recommended by our Code. Lastly, all of the above and the general appearance of high density of this development add to the conclusion that "in a **down** market" it will have a significant negative economic impact on the adjacent single family homes.

VI. **High Density Nuisance** - This section explains why the factors of non-ownership, nuisance party noise and crime will all be present and constitute a private but permanent nuisance to the adjacent single-family homeowners. Best read

this section for more details. Raising small children is naturally an important consideration here.

VII. **Stormwater Analysis** - Reasoning is provided that shows why the "underground chamber" method for collecting storm water and two small culverts can not possibly maintain the flooding along High Country Trail in winter not worse than it is today; which is the standard communicated to me by the Water Services Division of Flagstaff. It also, by the way is inconsistent with one of the Goals and Policies of the Regional Plan, #WR 5.5. This policy discourages many dispersed basins rather than regional detention. I know this development is not regional but the principle is valid and the same.

VIII. **Significance of PTHOA Poll** - The results of the most recent Ponderosa Trails HOA poll on this development are presented and show 89.8% opposed with a margin of error of plus or minus 5.4% at the 99% confidence level. This time these results were corrected for a few homes that sent in more than one vote. But more significant is that no one can say that this development only inconveniences the residents of one or two streets since this whole community is opposed to it and therefore it does not benefit Flagstaff in general.

IX. **The Findings** - This Section presents my analysis of all three Findings. It also concludes that Aura fails them as well. Many reasons are given with substantiation for each reason. Many goals and policies of the Plan are shown inconsistent. The public interest and "..morals, general welfare" are not well served, and the site itself is too small for the number of units they want to build resulting in noncompliance with certain aspects of our Code as well as deficiencies in the type of storm drainage system proposed. The application should be denied.

To: Chairman Zimmerman & Planning & Zoning Commissioners

From: Phil Goldblatt, Resident, Ponderosa Trails HOA

Date: December, 2020

Subject: **LEGAL and LEGAL STYLE ARGUMENTS FOR DENIAL OF REZONE FOR AURA FLAGSTAFF – PZ-20-00008-1**

My neighbors and I will present arguments utilizing both the facts and the law pertaining to this rezone. Herein however I will primarily present the legal and legal type case supporting denial.
But first please see Note #1 on p. 27 below:

I. Subversion of the Main and Explicitly Stated Authority and Purpose of our Zoning Code by Allowing "de Facto" High Density Apartments in a Maximum Medium Density Zone

As you can see for yourself, the below excerpts from our Zoning Code (Code) make it clear that protection of the citizen residents of Flagstaff from development that adversely impacts the general welfare by PRESERVING the desired character of our neighborhoods including Ponderosa Trails is a **major** objective and PURPOSE for our Code.
It is also evident that encouraging "attractive" development is a major goal of our Code. I will have more to say about that later. See Section V. Also please see Sect. II below for why this development is "de facto" high density.

10-10.20.010 Legislative Intent

In adopting this Zoning Code, it is the intent of the City to protect and promote the public health, safety, convenience, and general welfare of the citizens of the City by exercising all powers related to the regulation and use of land and structures within the City that are authorized by the City Charter and Arizona Revised Statutes (A.R.S.).

10-10.20.020 Purpose of Zoning Code

B.1. Land Use Patterns.
f. Limiting the size, scale, and density of new structures and additions to existing structures to preserve the desired character of neighborhoods and the community.
g. Encouraging quality, attractive, and marketable development.

B. 5. Justifiable Expectations and Taxable Value.
b. Protecting landowners from adverse impacts of adjoining developments.
d. Protecting and enhancing real property values.

II. Alteration of the Community Character of our Neighborhood without First Requesting a Major Regional Plan Amendment that would allow Applicants to do so

Please refer to Page III-14 of our Flagstaff Regional Plan and specifically #5. It states in pertinent part as one of the conditions for requiring a Major Regional Plan Amendment:

"In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from rural to suburban, or suburban to urban area types."

As you well know in this application and the last one, the Zoning change staff refers to therein would be from ER to HR so the area type would change (in my estimation) from Rural to Urban thus triggering a Major Plan Amendment.

It states in the **Staff Report** dated April 9, 2019 on page 11, under Finding #1, A IIg. that: "Had the developer chosen to rezone the property to the HR zone, this rezoning case would have required a major Regional Plan amendment to proceed." Yes, it IS a separate application but the same principle and technique Applicant used previously is still being applied for this present application. It is self evident in this case that the **IMPACT** of this development is 160 units/9 acres or 17.8 units/acre density that is well into the HR zone. It is "de facto" a high density development. More to say later on this as well.

It is legally impermissible on it's face to create an "administrative alternate reality" by "pretending" that facts on the ground do not matter with regard to density and other breaches of our Code. Even if a formal Major Plan amendment were not required, surely the additional safeguards and requirements must be. Among those that the Applicant/s have not completed are: (*please refer to Sect. 11-10.20.020 of our City Code*)

1) An infrastructure and community services impact analysis that includes: (yes, traffic analysis was already completed)
a) Water/wastewater analysis
b) Police and fire protection analysis
c) School impact analysis
d) Economic development analysis

Surely an economic development analysis would be prescient here in revealing the obvious that in a "down market" the property values of homes along W. Gold Rush Trl. and lower part of S. Wild West Trl. would be diminished more than property surrounding them. Right now we are in an "up" market so it would not make a significant

difference but in a down market it certainly would. This is obvious. Since the housing market is **cyclical**, no one can reasonably expect that those single-family homes will not be negatively affected.
So although understandable in that Applicants would never desire increased expenditure and proof that his development is illegal through creating a "Regulatory Taking", (in violation of ARS 12-1134-1138) (please see Appendix A for why this is likely) that does not make it acceptable. The de facto nature of this development proposal makes it necessary to meet **all** requirements for a Major Plan Amendment.
Additionally, we would agree that no homeowner is assured or can expect that an investment in a home and property will always increase in value, but what he/she should be assured of is that over time, the property values in a down market would not be negatively impacted more than similar homes nearby.
To do otherwise subverts the purpose and authority of our Zoning Code so it **no longer protects the communities of all of Flagstaff** as it is intended to do.

III. Wrongful Designation of the Development Site Area and Calculation of the Baseline Density for "Aura" Leading to Surreptitiously adding a Concealed Density "Bonus" to an Otherwise Unconstrained but Appropriate Pair of Density Bonuses

May I refer you to Section 10-80.20.040 (D) of our Code. The definition of Gross Density. This definition specifies that this term is calculated by using the "Development Site Area" as denominator. In that same section the Development Site Area is defined using the "total area of a development site" excluding all existing dedications for public Rights of Way._Then the "Development Site" definition states in pertinent part "...which constitute **contiguous** lots...on which development is proposed,....." (emphasis mine)

Because the calculation by Applicants of the baseline density INCLUDES 2 acres on the north side of High Country Trail and because those two acres are **NOT part of or a site on which development is proposed** (in fact just the opposite) they therefore can not be included in the "development site area" needed to calculate the allowable gross density.

But equally alarming is that this miscalculated baseline density is then used to further calculate how much density BONUS is awarded for both the Affordability provision and the Sustainability provision. This **artificially inflates the bonus density that is awarded**

because it is in effect adding a multiplier to the calculation that would not otherwise exist.

Furthermore, these same two acres are then also used to supply a significant part of the tree points needed to fulfill the forest resource protection standards even though it is not a part of the Development Site. The reduction of forest resources incentive explicitly specifies at 10-30.20.040 (B1b) and at 10-50.90.030 (B3) & (B4) that the forest resources to be protected are those "on-site". "On-site" can only reasonably refer to the "Development Site" upon which development is proposed according to the definition. Not upon which development is **not** proposed. In fact it is PROHIBITED by the conservation easement.

And lastly here these same two acres are utilized yet again to provide the developer with an incentive that does NOT further the goals and policies of the Regional Plan. (just the opposite; please see CC 1.1, 1.3 and CC 1.5). Please see next Sect. IV for why this is legally invalid and therefore cannot be used.

The mere fact that these two acres ARE used to provide a conservation easement does not mean they can be used "again and again" (or even once) to calculate allowable density or density bonus's that should be already calculated utilizing other standards. Many other jurisdictions award other incentives (such as reduction of development fees, expedited processing, etc.) if a developer provides land elsewhere for a conservation easement, but then our Code needs to authorize the City to award them exactly that incentive. But our Code does not authorize the City to provide that exact incentive. In any case it is legally impermissible for them to award a concealed and extra density bonus or to allow them to use this acreage to meet the forest resource protection standard. The City is not permitted to grant bonuses that are not authorized by our Code.

Furthermore it should be plain to see that the conservation easement Applicants desire to place on the north side two acres **prohibits** development; just the opposite of "site area" upon which development **is** proposed. So it is impermissible to still use those two acres for calculation of baseline density. Again, the mere fact that those two acres are part of the same parcel number does **not nullify** "facts on the ground" that show that this acreage is not contiguous with the acreage that IS proposed for development (i.e. the 9 south side acres) and that a street and fence separate these two acres from the **actual development site**. And that the landowner will continue to treat and use those as he has always done in the past and will continue to keep them private and not open to either the residents of Aura nor to the public. It cannot by any stretch of the imagination be considered as a part of the development site area. The parcel should

be split because it is contiguous with other land that the Auza's own on the north side of High Country Trail. It is really a separate parcel. A parcel number cannot nullify reality.
Incredibly as if this were not enough, the developer violates our Code Sect. 10-30.50.020 (B1) "Responsibilities" (and definition of "public improvements"; i.e.10-30.50.030 (A)) by placing the "**conservation** easement" (which is surely considered an improvement since such easements would normally add to the public good) onto the north side two acres but then refuses to USE IT as strongly implied by B1 above to "mitigate the impact of new land development" but instead uses it to increase density/intensity that exacerbates the impact of this development. And then because it is not available to the public but only the private use of the Auza family, it is not a "public" improvement at all but really a private one that the Auza's have not compensated the City for. Thus the developer shirks his responsibility regarding this so-called "public" improvement.
Additionally our Zoning Codes' own "Rules of Interpretation" at 10-10.30.040 (B1 & C) state that the Codes' standards are the "**minimum** requirements for.....restrictions, uses,..." and that in essence if there are overlapping or contradictory regulations, the provision that is "MORE RESTRICTIVE" **shall govern**, ..so that in **all** cases the **most** restrictive provision shall apply." Since the calculation of baseline density and the subsequent density bonuses and use of the "conservation easement" acreage thrice (once for calculation of baseline density, once for density bonuses and once for meeting the requirement for tree points for preservation of forest resources) are less restrictive than under this paper's viewpoint expressed here above, I conclude then that this interpretation must be the one that governs and applies according to our Code's own rules.

Furthermore, as you will read in the next Section IV, most localities provide a "CAP" on just how much density developers can add to the existing zone that they are applying for over and above the maximum density for that zone. But even in municipalities where there is no cap as here in Flagstaff MOST developers realize that they run into all sorts of issues and opposition regarding **Takings** problems and meeting other Zoning Code standards if they are unreasonable with regard to how much density bonus incentive they avail themselves of. **NOT TRINSIC though**! An actual records search result provided by Larysa Feyti, Records Coordinator for the City shows that over the last 20 years or so there have been NO developers here at all who utilized density bonuses that extended up over 40% into the next higher density range. In other words all of

them have been lower. These Applicants utilize 160 units/99 or 61.6% over and above the otherwise maximum limit for Medium density. And according to what I would consider the correct calculation as explained above it is really 160/81 (9 acres x 9 max units/acre for MR zone) or 97.5% over what should have been maximum medium density.

IV. The Rational' for Permitting no Maximum Cap or Limit to the Degree of Density Bonus Awarded is Legally Arbitrary and Therefore Must be Applied to the Award of Reduction of Forest Resources as well – Or an Alternative Standard Utilized

The interpretation of in particular here page IX-46 of our Regional Plan and the characteristic of "Density Range" stated there was that in essence it was fine to ignore this "Suburban Characteristic Range" in providing density bonuses because the incentives further the goals and policies of the Regional Plan (Plan) since they are given generally for providing affordable housing/sustainability both of which are two (in this case) of the goals/policies of the Plan. So what is the problem?? Here it is.

First off though the legal definition of "arbitrary" is that the decision is based on individual discretion rather than a fair application of the law. This Plan interpretation falls into that category as explained below.

A GENERALLY APPLICABLE PRINCIPLE is being used to **ONLY** apply to a SPECIFIC incentive; namely **Density Bonuses** but **ignores** all the other possible incentives that the City IS authorized to grant and to which such a principle must also be applied if it is applied to the density bonus incentive. Furthermore, it ignores unintended consequences that would violate other protections contained in our Code in the process of applying this one. Examples will follow a bit later. The City has **no authorization** to "wrangle" and finagle such an interpretation into what they think they want to accomplish. It is legally arbitrary on it's face and therefore the City/Applicants would be obstructing protections afforded by our Code to the communities/people in applying such a principle in the manner in which they are attempting to do so here.

One of those other incentives (used here for the Aura proposal), "reduction of forest resources" (used as an incentive since it is relaxing a standard of the Zoning Code) does just the opposite in that it **impedes** the goals and policies of the Regional Plan. In this Aura proposal the applicants are slated to receive an additional allowable reduction of forest resources of 25% or 50% of the remaining

resources after the first 50% is removed. So if this general principle is ok to apply to density bonuses it would not at all be even handed to not also apply it to the other incentives (such as reduction in forest resources) that the City is authorized to grant to incentivize affordable housing. It would not be fair or just and it almost sounds like this "interpretation" was made up "ad hoc" in order to allow something that if completely thought through would never be allowed because of the negative consequences that would surely follow without any codified regulation or means to prevent them. In other words, directly and automatically. The codified regulation must be approved by the people in order for the City to possess the legal authorization and warrant to act. A cap on how much total density bonus is allowable might be one such regulation. Or they could use the Suburban Characteristic Density Range from the Regional Plan. Otherwise they do so outside the rule of law.

But there is even more serious harm to the whole process of evaluating applications for rezone for a specific development. The essence of this Regional Plan "interpretation" as applied to Aura is that it allows and impermissibly "elevates" one or two goals of the Regional Plan above the MAIN intent and legislative purpose and AUTHORITY of the Zoning Code. How can that be??? Here's how. Any PART of a zoning code cannot and must not supersede a main legislative intent and purpose for the entire code itself. Nor can the Plan. That would mean that one part possesses a higher authority than the main purpose for the code or the authority of the Code itself. **Not permissible in any jurisdiction**!! If the people of the City of Flagstaff decide by referendum that the goal of providing more affordable housing units is worthy, then all of us should be willing to have our taxes raised and/or approve bond issues with precisely the goal of building or making land available on which **mostly** more affordable housing is constructed. I.e. 100% or 70% say affordable housing; not 10% or 20%.

And so it does damage to our legislative process because of the "reprioritizing" of objectives without explicit warrant for it by the law and/or the voters. To say it another way, it allows "political" policy to become a part of what should otherwise be sound and even handed application without bias of established ordinances or laws. To do otherwise would be to subvert the intent of our Code to protect the Community Character and to provide justice for the people to which they constantly rely on the City Government. Indeed that is one of the reasons for city governments to exist in the first place. The people expect justice, not privilege.

Additional Clarification – I stated above that I believed the Plan interpretation on density bonuses was "arbitrary" from a legal standpoint. Another reason is that it fails to achieve the purpose for which it was intended. It was intended as stated to "further the goals and policies of the Regional Plan" two of which are affordable housing. However many know that our Plan contains no less than 412 (if I counted correctly) goals and policies. However in this Aura development, in order to allow the additional "density" bonus to exceed the maximum suburban density range as presented in our Plan one also needs to impede at least two other goals and policies of the Plan in order to "make room" for this development by destroying more trees. But that then defeats the purpose for Zoning in the first place and the main goal/s for a **form based** code to preserve "Community Character". (Please see Sects. 10-10.20.020 (B1f,B1a,1e,1g,2b,3a,4f,5a,5b,5d))
It would no longer do so. So the City possesses no discretion to apply such an "interpretation". I only say this because the applicable law here is the Zoning Code. But nowhere to be found is a MAIN "purpose" for our Code listed as "encourage, promote, and create affordable or low income housing". Presumably it could be if the Code were revised to include that purpose. But presently it is allowed but **not** a main purpose for the Code. Yes, that section itself contains the purpose for it but such purpose is not reflected in the main purposes. And the mere fact that such "Affordability Incentives" Section implements the City's IPAH policy does not mean that that policy has priority over the Code or the Code's main purposes. Therefore it should not and must not be impermissibly elevated to a higher priority status.

But now I would also add that "Sustainability" and "Natural Resource" protection and preservation ARE MAIN purposes for our Zoning Code. Please see 10-10.20.020 (B3a & B2b) (protecting forests and ensuring new development conserves natural resources such as forests, ..). This just underscores the point above that "affordability" can not be elevated above the main purpose to preserve and protect forest resources. This shows that protecting forest resources is (at least for our Code) of legally higher priority than providing affordable housing.

Additionally what is also true is that the section of the Code on Affordable Housing itself is not well circumscribed and is convoluted. As mentioned in Sections **II.** and **III.** above it results in logical contradictions regarding lack of correspondence between the actual density facts on the ground and the legal ordinance it is trying to allow. Therefore it bears no relationship to either reality or adherence

to what the Code *would* permit. So it should not be used. And according to Constitutional law it is unreasonable. It is an unreasonable means of furthering the purpose for it. But as the Vanderbilt Law Review article (Vol. 34, April, '81) cited below states: "..the regulation *must be* a reasonable means of furthering that (Constitutional) purpose". (Emphasis & parentheses mine) So the "affordability section" of our Code fails the "reasonableness" standard for adherence to our US Constitution.

Please allow me now to show by example WHY the "affordability section" of our Code is convoluted and unreasonable. Please refer to Table 10-30.20.050A and Section 10-30.70.030 of the Code. Suppose I am a developer and wish to provide 16% of the baseline units of my projects' apartments as affordable under Category 3 but do NOT want to provide any sustainability and do not wish to lower the "household income range" into the Category 1 status. I would be disallowed by our Code to obtain ANY density bonus at all because the two categories are linked and convoluted compared with Category 1 where the two incentives (for affordability and sustainability) are completely separate. I could do it under cat 1 but not under cat 3. So because of the way the category for income range is codified, the two standards are not independent. AND what is also confusing is what the particular category even means in the following sense. Nowhere in the Code (or even the IPAH document) is it explained how the AMI standard is intended to operate in actual practice. For example, if a developer chooses to have his affordable units fall into the cat 1 standard, does that mean that he can charge a rent that is no higher than but equal to 30% of the 80% of the AMI regardless of what the applicants' actual income is (as long as it falls at or below 80% AMI)....OR....does it mean that all applicants who apply and who fall at or below the 80% AMI can pay a rent that is exactly 30% of *whatever* income they earn? It can make a huge difference in revenue for the developer/management company. And is it on a first come first served basis or are there other standards that can place an applicant at a priority for being accepted for such housing? So depending on how this operates in practice, there may be incredibly little difference ....**or** ...a significant difference between cat 1 and cat 3 for the purposes of what rent can be charged. Furthermore if cat 3 INCLUDES **all** of cat 1 in the sense that the rent charged only depends on the applicants income (but not on the 80% or 120% standard) then if most (if not all) of the applicants who apply to a cat 3 development have income that falls below the 80% AMI anyway, there is then little difference at all between the actual effect of choosing cat 1 or cat 3. Confusing, complex and unreasonable since it may constitute minimal reason for such distinctions in the first place.

That makes the ordinance impracticably complicated and lacks straightforwardness in violation of our Code's Purpose stated at 10-10.20.020 A. (..in a form that is ....straightforward, easily understood..) This portion of our Code is not straightforward nor is it easily understood.

And that is also why other jurisdictions (such as the California State Density Bonus Law (SDBL)) include an "upper bound" or limit to just how much their local governments are allowed to "bust into" the next higher density zone in approving a development. The SDBL uses 35% as reasonable. But even more revealing is that it allows any local municipality in California to, if they want, pass an ordinance allowing a different (could be higher or lower) maximum for total of all bonus densities. The crucial point here is that at least they will **have a standard** that is/was approved by the voters of that municipality. Flagstaff has no such standard at all. So our Code then lacks legislative authority to prevent unreasonable bonus densities that then automatically result in negative consequences elsewhere.
But yet there is more. My research has revealed certain things about cities that provide incentives for affordable housing (including Lancaster, PA; Portland, OR; Washington, DC; Cambridge, MA; Denver, CO; Austin, TX; Madison, WI; Dallas, TX; Atlanta, GA; Seattle, WA; Minneapolis, MN; and California as above). Firstly not all use a density incentive bonus; secondly, most of those that do use density bonuses also have an upper limit as to how much it is permissible to exceed the otherwise allowable zoned density maximum; and lastly most of them have other incentives that are even preferred by most developers such as expedited review and fee waivers or reductions. Our IPAH mentions those but they are not codified into our Zoning Code law. A report by the City of Denver for instance (published March, 2020) on "Affordable Housing Zoning Incentive" concluded that: "Density bonuses are not always the most meaningful incentives, the citywide system should explore additional incentives such as expedited review, parking reductions, and other financial incentives. Developers in Denver and many peer cities have expressed that predictability in reviews is a powerful incentive."
I conclude (but not only I) that density bonuses have drawbacks and downsides as well. Another article in "University of Florida Law", 2006 entitled *Incentive Strategies: Density Bonuses, Fee Waivers & Expedited Approvals* states that: "Optional bonuses have drawbacks as well, particularly administrative issues and possible takings problems." So we can surely appreciate that the single-family homes

along W. Gold Rush Trail are appropriately concerned about regulatory takings of their property.

To sum up this section our government is not authorized to allow its decisions to extend outside the rule of law. The upshot of this is that the "PEOPLE" would need to approve what priorities any particular provision of the Code or Plan would have beforehand so that the City could legislatively apply such priorities without them being legally arbitrary and therefore unlawful.

V. Aesthetics are a Valid Consideration in Deciding Whether to Approve or Deny an Application for Rezone

I wish to refer you to Section 10-10.20.020 (1g) of our Code and to the Marquette Law Review article Vol.39, 1955 – "Aesthetics Under the Zoning Power" by Joseph Swietlik and to Vanderbilt Law Review – Vol.34, April 1981 – "Aesthetic Regulation Under the Police Power".

The Marquette article argues strongly in favor of using aesthetics within the scope of the general welfare of the community and therefore within the police power and therefore within the zoning power. It states in pertinent part: "However, if we are to preserve pleasant residential areas today, aesthetic considerations in zoning laws are **essential**." (emphasis mine). It then goes on to address why such considerations are NOT discriminatory. It states that such a situation could only come about with unreasonable administration of the law. And also as stated above regarding the "general welfare". The Vanderbilt article lays out a litmus test to decide whether an aesthetic zoning regulation as an exercise of the police power is valid or not. The standard boils down to whether the regulation serves one of the traditional police power purposes, namely to further the public health, safety, morals, or general welfare. In order to do this the aesthetic regulation should have a significant economic impact. So it must achieve the desired purpose and secondly it must positively have a significant economic impact.

It surely appears to me and neighbors that aesthetics is included in our Code (see 10-10.20.020(1g)) as one of the essential ways to achieve desirable community character and to protect/enhance taxable values and real property values (please see 10-10.20.020(B5a, d). It does this through several provisions. I refer you to Sect. 10-30.60.060 (A, C & D) and 10-30.60.070 (A3 and A4) as well as Sect. 10-50.60.040 (D1a) as particularly applicable to the "Aura" development. The first Section refers to "Building Forward Design" and the primary entrance to the building as well as the need for a "Screen Wall" if the building cannot be located next to the

sidewalk. The second section here refers to the most "in front" parking lots needing to be located on the side and rear of the buildings and the need to "screen" parking areas from view of public ways. The third section refers to Screening requirements using landscaping to screen parking areas i.e. chiefly trees.

We can see if we apply the above Zoning elements to the Aura site plan, the first Sections are failed because the layout of the apartment buildings lack "Building Forward Design" and none of the **entrances for the buildings** (with exception of the "Club House") are located at the front of the buildings; they are all on the side and do not face a plaza or pedestrian way. Nor does "Aura" include a Screen Wall designed to serve to screen the development and especially parking lots from High Country Trail. What a contrast to "The Lodge" adjacent to Lake Mary Rd. that includes many tall Ponderosa Pines completely surrounding the development and effectively screening it from BOTH Lake Mary Rd. as well as High Country Trail.

The second Sections are failed in Aura because the most forward parking lots are not located at the side and rear of the buildings. Nor are they "screened" from view from High Country Trail that is indeed a "public way".

The third Sections are also failed in Aura because it appears to us that the amount of landscaping trees are insufficient to screen for the amount of parking spaces provided especially at the front of the development.

To be fair to our City, yes building of screen walls would probably not be allowed underneath the power lines. And tall trees are not allowed for screening underneath the power lines either. However, because of the parking requirement of our Code above and the screening requirement, we question why the developer has **not concluded** that the parcel on which they desire to construct such a large number of units is really not suitable to do so. It is way too small to accommodate such a high number of units while still maintaining adherence to our Zoning Code. But instead of then concluding that a smaller development and lower number of units would need to be proposed, or to develop on a larger different parcel that could easily be rezoned High Density (HR), he has concluded just the opposite to the detriment and strong opposition of the people. In my opinion this is exactly **not** what Flagstaff desires or needs.

Lastly do all of the above have a significant economic impact on the surrounding single family homes? Aesthetically it surely appears to us that they do because as currently designed this development looks more like dormitories on a student campus closely grouped together

than like luxury apartment houses they are advertised as being. In the long term and as I've stated previously in a down market, they will adversely affect property values in violation of Section 10-10.20.020 (B5b & d). Also please refer to an article by Yuqing Pan (March 2016) in "Realtor.com" entitled *The Neighborhood Features That Drag Down Your Home Value—Ranked* in which he compared various features like cemeteries, shooting ranges, and of interest here "high renter concentration". The analysis that Mr. Pan accomplishes in particular shows that this feature reduced home values 13.8% compared with homes in the surrounding area. Aura would be one of the last such apartment developments to be added to the immediate neighborhood and therefore the standards for acceptability because of incompatibility with our Community Character are very high as they should be. We do not wish our Community Character to be compromised.

VI. Why are High Density Apartment Houses Considered a Private but Permanent Nuisance to Adjacent Single Family Homeowners?

May I refer you to the following website: *www.law.cornell.edu/wex/nuisance*, the Legal Information Institute of Cornell Law School. Their definition of a private nuisance is "A private nuisance is when the plaintiff's use and enjoyment of her land is interfered with substantially and unreasonably through a thing or activity."

I believe three indicators can answer this admittedly highly contentious question: "Ownership, party noise and crime".

A very important consideration here is that Aura would not consist of units that are owned nor would they be units that are not high density. They are "de facto" high density. I know my neighbors and I would much rather see condos or town houses or single family homes on this parcel because they are **owned** and therefore the occupants are more likely to act responsibly on average.

Noise as from students or otherwise would constitute a nuisance in that it would be permanent (intermittent but still a concern as long as the development exists) and many neighbors are trying to raise children in their backyards adjacent to this development. Please also note that our City Code Sect. 6-08-001-0005 (C3) defines a "nuisance party" as including "disturbing the peace" and a party that "..causes a disturbance of the quiet enjoyment of private or public property...". With an admittedly large percentage of the residents of "Aura" being students, it is increasingly likely that student parties will occur that are also "nuisance parties". One would need to be naïve to

not believe such would occur frequently if this development is allowed to go forward.

One of my neighbors will submit and present evidence that "calls to the police" are **significantly higher** (more than 2X for the same one year timeframe) in the surrounding apartments than in Ponderosa Trails HOA. The numbers are normalized for the number of units or houses considered since PTHOA contains more "units" than the two apartment developments we considered. So we are not making this up. This indicator gives us an idea of what is going on since these data were obtained directly from Flagstaff Police reports. And families **raising small children** are concerned and would continue to be concerned since this would not go away in a few months. It may even get worse over time.

VII. The Underground "Chamber" Method of Collecting Storm Water Used here by Aura along with Small Culverts is Insufficient to Prevent Greater Accumulation of Water onto High Country Trail than occurs without this Development

Through direct conversation and email with Mr. Doug Slover, Stormwater Project Manager, Water Services Division for the City, I obtained understanding of what standard is used to determine whether or not a drainage system for stormwater is acceptable. The standard provided by Mr. Slover was that it can not be worse than it is right now without any development at all. I consider that (yes) a reasonable and fair standard.

So how is it right now?? From personal experience both I and all folks in Ponderosa Trails and beyond know that in the winter after snow melt and after rain, High Country Trail (HCT) IN THE VICINITY OF THE **CURVE** in the road freezes over at night and becomes very icy and hazardous especially in the morning hours. Vehicles heading towards Lake Mary Rd. can easily slide on this ice and into oncoming traffic in the opposite lane because of centrifugal force. And this is the situation that exists now with all of the land specified for Aura presently consisting of earth with about 2/3rds of it consisting of forest and earth.

The "chamber" method proposed here for Aura means that drains and other channels should attempt to remove as much water from the development after a storm as the earth and trees are presently accomplishing. However, it should be self evident that with all of the concrete and asphalt covering the ground after construction of Aura would be completed, there will still be at least some runoff from

driveways, sidewalks and ground that will not be contained by drainpipes and culverts that do NOT divert onto High Country Trail. Even a cursory inspection of the new Aura site plan shows that two small culverts (I am unaware of the technical name for these) are intended to divert water from the forward ground of this development ONTO High Country Trail adjacent to the "eastside" driveway into/out of Aura. So the question then is whether or not this additional water would be greater than or less than water that could flow onto HCT right now from the earth and trees that is not absorbed by that earth? And also whether that water along with any water that is not captured by drains (heading into the chambers) but flows from that eastside driveway right onto the curved part of HCT would, taken together, be greater or worse than it is right now?

So this analysis understands the fact that right now the only water that DOES make it onto HCT is excess water that the ground immediately adjacent and all the way up the hill that constitutes this parcel is not able to fully absorb. It flows over the sidewalk and onto HCT. However, with this development, it is quite apparent that most of the water that would otherwise be absorbed by the ground will not be and that *some of that* will flow onto HCT. The chambers will not be able to capture all of it. Furthermore, the existence of the two small *culverts* (for want of a better identifier) adjacent to the east driveway in question would then add additional water from the "meadow" and adjacent ground from "underneath" the level of the sidewalk. That means that the amount of water being added to HCT from the culverts along with water from the driveway itself must be greater than what occurs right now because most of the water is absorbed by the ground presently and therefore unavailable to be able to flow onto HCT. And all this in the worst possible place for it along the **curved** portion of HCT where the east most driveway is located on the Aura site plan.

So it is my opinion that there must be more water after heavy rain or snow that causes hazardous conditions on HCT after Aura than there is right now. Therefore Aura fails this reasonable test.

VIII. The Real Significance of the Most Recent Ponderosa Trails HOA email Poll on this Rezone Showing Great Majority Opposed

One of my neighbors as well as submittal from our HOA will show that the results of this poll of all of Ponderosa Trails were that 89.8% of those responding were opposed to the rezone for this development. About 8.6% were in favor of it and 1.6% had no opinion either way. These are the CORRECTED results but the effect is the same.

Out of 639 units in Ponderosa Trails, 303 valid votes responded for a Margin of Error of plus or minus 5.4% at the 99% confidence level. (4.1% at the 95% confidence level).
These results were corrected for several homes that had more than one email address AND submitted more than one vote. And if you read the question that was submitted it tended to favor this application for rezone in that no mention at all of any issues or problems were stated and even said that improvements were made. Still the results overwhelmingly favor denial.
But here's the thing. In evaluating applications of this type the City may often use the rational' that even if a few residents on one or two streets are disadvantaged, if the City as a whole benefits then the application can go forward. This poll shows that it is NOT ONLY the residents of one or two streets who believe this application should be denied but the great majority of a whole neighborhood believes it is not in their best interests to approve this development. So the City should not and really cannot say that Aura would be beneficial for us as a whole. This poll says otherwise.

IX. What about the Findings??

Here's what my analysis of the 3 Findings shows:

Finding #1 – Consistency with the Regional Plan (not optional under ARS 9-500.05B)

One of the main inconsistencies with our Regional Plan is that this proposal totally ignores the explicit Plan designation of the area as Suburban Residential and maximum MEDIUM DENSITY. The Community Character and such things as aesthetics from the street in front of this development do not depend on whether the Developer receives density bonuses or not. Reality is reality regardless of the rules of the Zoning Code and/or Regional Plan. Correspondence assures validity, not words on paper. That is why a Major Regional Plan amendment would have been required if the developer had applied for high density rezoning in the first place.

In addition to the above inconsistency also evidenced by CC 1.1 and CC 1.3 and 1.5 above, we also find this development to be inconsistent with the following goals and policies of the Regional Plan.

E&C 8.1 – Evaluate land use ....for their potential noise impacts. We believe this has not been accomplished. Lots more noise

would emanate from this development; i.e. nuisance parties, etc.

OS 1.4 – Use open space for non-motorized connectivity and enjoy views and quiet. The opposite of what Aura will do.

WR 5.5 – Please see Sect. VII above. Aura uses "numerous small dispersed basins" in essence rather than one larger detention basin as advocated by this policy.

E 2.1,2.2,2.4,2.5 – Although the developer purports to comply with the "sustainability" incentives, virtually **NONE** of the energy needed for Aura will be renewable. Check it out; I am not exaggerating.

CC 3.1, 3.2 – Aura is not respectful of our overall community image nor does it blend their buildings into our existing neighborhood. Please also see Sects. I, II, and V above.

CC 4.6 - Aura does not use landscaping to screen parking and improve aesthetics for this development, just the opposite in fact. Also this **reduces** the economic benefit inconsistent with this policy. Please see Sect. V above.

LU 3.4 - Aura does not utilize appropriate change between neighborhoods or developments in the area. It is "de facto" high density inconsistent with our Plan.

LU 4.2 - In a very **ironic** twist, Aura fails to respect the private property rights of the Auza family because they purchase a conservation easement on the north side two acres that PROHIBITS development but then use it to impermissibly increase density/intensity anyway even tho' the Auza's have not provided anything of value in exchange for those two acres. This promotes rather than discourages bad morals for the Auza's in opposition to sound Euclidean doctrine as the foundation for Zoning in the first place. (i.e. promote health, safety, morals, and general welfare)

NH 6.1 - Even though Aura is an infill project it is not a quality one in that the concentration and design of the buildings are more dormitory style than the luxury apartments they are advertised as being. So they are NOT contextual with the surrounding neighborhood nor do they enhance community character inconsistent with this policy.

Because of all of the above, Aura fails to meet Finding #1.

Finding #2 – Not detrimental to the public interest and Euclidean doctrine and adds to the Public Good

There are many reasons this project is detrimental to the public interest and not in the general welfare of the City of Flagstaff. Section IV above shows that this development uses methods that deprive the people of the equal protection of the Zoning Code and Regional Plan by providing no protection from applying the plain meaning of the Code but allowing the developer to do so in a distorted way. This violates the equal protection clause of the Fourteenth Amendment to our US Constitution. This is a violation on it's face and therefore invalidates any application. It is not in the public interest and damages the public trust the people are supposed to be able to place in our City government.

Furthermore, Sections I and II above show that the Community Character of our neighborhood is compromised by Aura in violation of our Zoning Code and inconsistent with the Regional Plan. This does harm to the general welfare of our community.

In the previous Staff Report dated April 9, 2019 the City called out this same developer for "reading more intense due to the concentration of density" and as having "buildings visible from the street that are 3 stories high and over 100 feet long." (p. 4, sect. v of the previous Staff Report). They also called out the developer for the need to "clear cut and mass grade" the site and to locate open and civic space under the high voltage transmission lines being detrimental to the public interest." (p. 13, under RECOMMENDATIONS of previous Staff Report).

But BOTH of these conditions remain true for this proposal. Therefore Staff must be even handed in also finding them detrimental to the public interest this time around.

Since many requirements of our Zoning Code are not met as shown in Sects. I, III, IV & V above as well, they do not add to the public good and in fact only add to the benefit of the Auza's who would retain total use of the north side two acres and presumably receive greater compensation for 11 acres than for the 9 acres they could have **properly sold** for a compatible and contextual development that could have been completely acceptable with regard to the Code, the Plan and the people.

Generally speaking if the City approves this development even though it violates certain legal doctrines and protections that the Code/Plan would otherwise afford, it does not serve the general welfare of Flagstaff since it undermines our laws that support general Euclidean doctrine for zoning.

Therefore, we conclude Aura fails to meet Finding #2.

Finding #3 – Site is physically suitable in terms of design,..size,....storm drainage, etc. etc.

Here the site upon which Aura would be constructed is not suitable in terms of size for the number of units developer has proposed. This results in the "de facto" density reaching into the HR range to an unacceptable degree thus resulting in inconsistency with our Regional Plan and also results in violations of our Zoning Code for things like the site plan design standards, size, and screening requirements for vehicles in parking spaces, building entrances and screen wall as shown above in Sect. V.

Furthermore Sect. VII above shows that the storm drainage for this site would be insufficient to maintain the "flooding" onto High Country Trail not worse than it is without this development.

So for these reasons we see that Aura fails to meet Finding #3.

The inescapable result is that this application for rezone should be denied!!

Appendix A – Why the Current Housing Boom is Forecast to Decline

On October 8, 2020 an article in the NY Times entitled "With No Stimulus in Sight, Dire Forecast for Economy" addressed the idea that no second stimulus payments were forthcoming and the consequences that may follow. Of particular concern here though are a few statements from this article. One quote says commenting on how much better it was for 2019 "If we don't try to protect those gains, it will take a longer time, a really long time to come back." Another

quote from this article by a George Washington University economist states: "lawmakers should radically expand a tax credit that offsets the costs of retaining employees, along with additional aid for fixed costs like rent." So the pandemic has had major impacts on the economy meaning many more folks can no longer even pay their rent. This does not bode well for developments like Aura that would be 87.5% market rate units. But even more relevant to my discussion where this Appendix is referenced is the idea that a down market is coming and will be significant resulting in losses to adjacent single family homes that will be **greater than** the vast majority of surrounding homes.

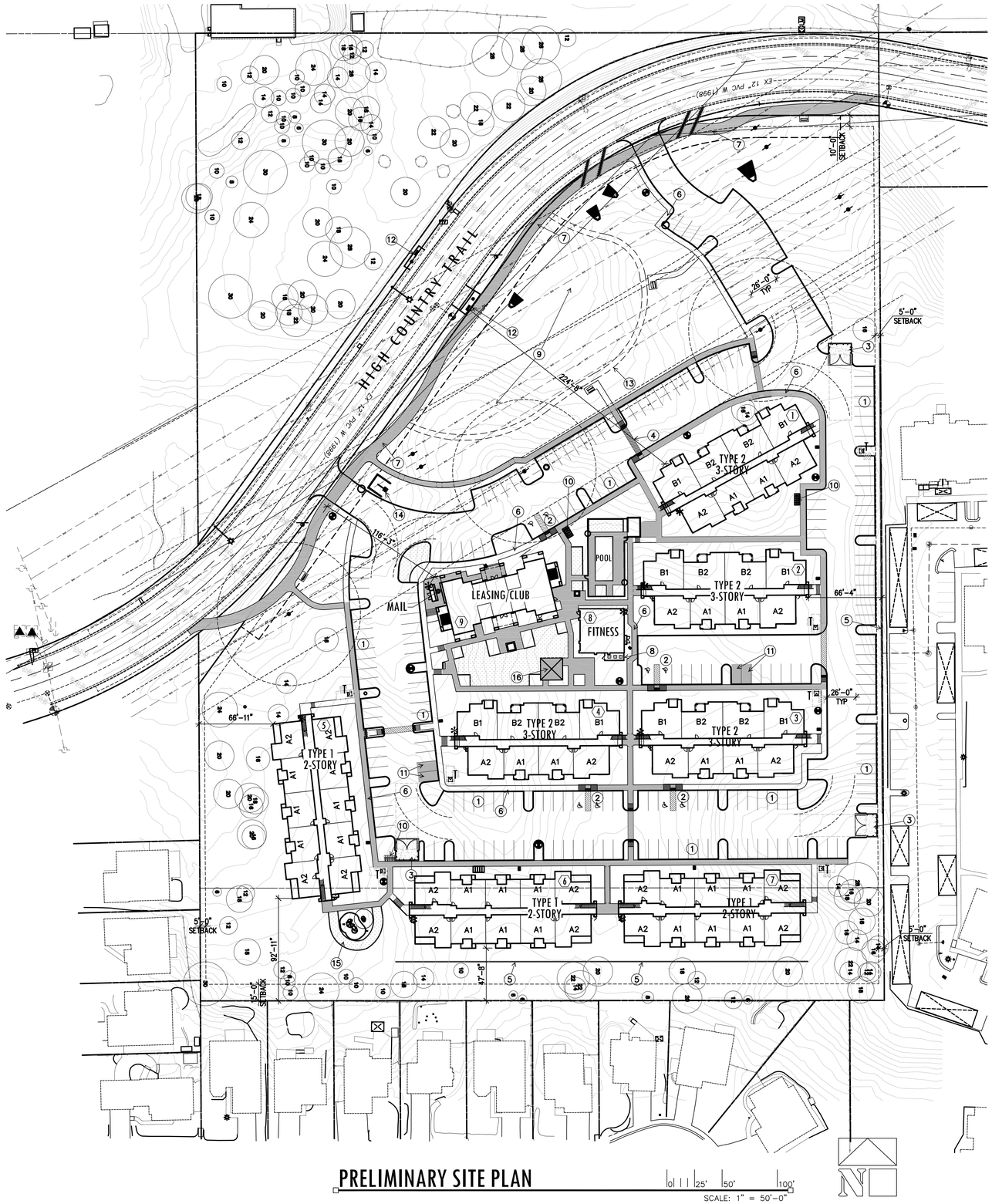
Another article in the NY Times dated September 17, 2020 and entitled "Slowing Growth in US Retail Sales Points to an Economic Recovery in Decline" addresses the effect that the pandemic is having on retail sales and the ripple effect that has on the overall economy. It states in this article that: "Economists say the full impact of these types of closings in the consumer economy may not be felt for months, when the after effects of the stimulus measures wear off." It also states that "...many consumers, who have kept making big purchases and renovating their homes, may not have fully realized the economy's fragility, but they inevitably will". So this does not forecast well for the housing market. With so many losing their jobs, they will not be able to afford increasingly high rents.

Another article from the Dallas Federal Reserve Bank entitled "The Impact of the COVID-19 Pandemic on the Demand for Density: Evidence from the U.S. Housing Market" (August 2020) states that: "We find that the pandemic lowers home sales more in neighborhoods with a greater share of telework-compatible jobs nearby, more consumption amenities, higher pre-pandemic home prices, and lower income levels. After holding these observables constant, we still find that housing demand declines more in locations with higher residual density, which suggests that home buyers may be concerned about density per se owing to the fear of viral transmission in crowded places."

So the demand for density is likely to decline in the coming months/years. This last article suggests that the home market affects the rental market as well. This makes sense because many of the very same factors that affect the demand for single family homes also affects the demand for apartments. More folks are working from home and do not need to live close to "center city" to do their jobs. Furthermore, although it is disappointing to contemplate, a significant number of people of working ages have passed away due to the pandemic and that means an automatic contraction in the economy that will be felt for many years to come and directly affects how many people need dwelling units.

Note #1 – Zoning and the Police Power

As most of you know, the Zoning Code falls under the "Police Power" of the state. But it is well documented and established that the Police Power is not absolute. It is circumscribed and limited by the Preamble to our Constitution (Promotion of the General Welfare) and by Article I Sect. 8 of same (provide for… general Welfare). This is where the Euclidean doctrine that circumscribes the Zoning Code originates so that any Zoning Code must provide for the "public health, safety, morals, and general welfare." In this present rezone case, it is the **general welfare** that is most relevant. But the Police Power bears a close relationship to the Public Trust doctrine as well. As quoted from the article below: "….zoning ordinances that control housing density and land uses help limit change, particularly if any change is inconsistent with, and therefore disruptive of, a neighborhood's character." (see p. 7 from below article) The public needs to be able to trust government to uphold protections contained in the Zoning Code. (from Boston College Environmental Affairs Law Review Vol. 28, #4 (2001) "Police Power and the Public Trust:…" by Donna Patalano.)



PRELIMINARY SITE PLAN

SCALE: 1" = 50'-0"

PROJECT DESCRIPTION

AN EXCEPTIONAL MULTI-FAMILY RESIDENTIAL (FOR RENT) PROPERTY LOCATED ON THE SOUTHEAST CORNER OF HIGH COUNTRY TRAIL AND S. WILD WEST TRAIL.

DEVELOPMENT DATA

LOT AREA :

TOTAL SITE: 11.0 ACRES 479,620 SF

APN NUMBER: 112-05-011, 112-05-001W

ZONING :

CURRENT ZONING E.R.
PROPOSED ZONING M.R.

UNIT DENSITY/COUNT :

PROPOSED: 9 DU PER ACRE

ALLOWABLE UNITS:
11.0 ACRES x 9 UNITS/ACRE 99 UNITS
45% AFFORDABLE HOUSING BONUS 45 UNITS
25% SUSTAINABLE BUILDING BONUS 25 UNITS
TOTAL ALLOWABLE UNITS 169 UNITS

PROPOSED UNITS 160 UNITS

* 20% OF UNITS TO BE AFFORDABLE HOUSING UNITS:
99 UNITS x .2 = 20 UNITS.
DENSITY BONUS FOR 20% AFFORDABLE HOUSING UNITS = 45% INCREASE IN ALLOWABLE UNITS (45 UNITS).

UNIT MIX :

		# OF UNITS
ONE BEDROOM	70%	112
TWO BEDROOM	30%	48
TOTAL	100%	160 UNITS

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT, THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

LOT COVERAGE :

BLDG TYPE	FOOTPRINT SF	NO. OF BLDGS	TOTAL FOOTPRINT SF
TYPE 1	9,996	3	29,988
TYPE 2	8,955	4	35,820
LEASING/REC	5,545	1	5,545
FITNESS	1,615	1	1,615
RAMADA	400	1	400
TOTAL SF			73,368
TOTAL LOT AREA			479,620
LOT COVERAGE			**15.30%**

OPEN SPACE

SITE:	11.0 ACRES	479,620 SF
REQUIRED:		
CIVIC OPEN SPACE 5%	0.55 ACRES	23,981 SF
COMMON OPEN SPACE 15%	1.65 ACRES	71,943 SF
PROVIDED:		
CIVIC OPEN SPACE 5%	0.55 ACRES	24,000 SF
COMMON OPEN SPACE 15%	1.65 ACRES	71,943 SF

BUILDING SQUARE FOOTAGE

BUILDING TYPE 1		BUILDING TYPE 2		CLUBHOUSE		FITNESS		RAMADA	
1ST FLOOR	10,154	1ST FLOOR	9,105	1ST FLOOR	5,485	1ST FLOOR	1,665	1ST FLOOR	400
2ND FLOOR	10,137	2ND FLOOR	9,105	2ND FLOOR	4,568				
		3RD FLOOR	9,105						
TOTAL	20,291		27,315		10,053		1,665		400
NO OF BLDGS	3		4		1		1		1
TOTAL	60,873		109,260		10,053		1,665		400

TOTAL PROJECT SQUARE FOOTAGE: 182,251

UNIT DATA :

UNIT DATA

	UNIT TYPE							
	A1	A2	A3	B1	B2	UNITS PER BLDG.	NO. OF BLDGS	NO. OF UNITS
LIVABLE SF.	770	788	793	973	1013			
PATIO/BAL SF.	93	111	117	80	77			
TOTAL SF	**863**	**899**	**910**	**1053**	**1090**			
BLDG TYPE 1	12	8	0	0	0	20	3	60
BLDG TYPE 2	6	6	0	6	6	24	4	96
LEASING/REC	0	0	4	0	0	4	1	4
TOTAL UNITS ALL BUILDINGS	**60**	**48**	**4**	**24**	**24**	**TOTAL**	**8**	**160**

(20) UNITS SHALL BE RESERVED FOR CITY OF FLAGSTAFF AFFORDABLE HOUSING PROGRAM.
70% 1-BEDROOM UNITS (14 UNITS) AND 30% 2-BEDROOM UNITS (6 UNITS).

PARKING : PER TABLE 10-50.80.040.A

REQUIRED (MARKET RATE):		
1.5 PER 1 BEDROOM	1.5 x 98 =	147
2.0 PER 2 BEDROOM	2.0 x 42 =	84
TOTAL		231 P.S.
REQUIRED (GUEST):		
.25 PER 2 BEDROOM	.25 x 48 =	12
REQUIRED (AFFORDABLE):		
1.0 PER 1 BEDROOM	1.0 x 14 =	14
1.5 PER 2 BEDROOM	1.5 x 06 =	9
		23 P.S.
TOTAL REQUIRED PARKING:		
MARKET RATE		231
GUEST		12
AFFORDABLE		23
TOTAL		266 P.S.
10% REDUCTION OF REQUIRED PARKING FOR BUS SERVICE AREA		-26
TOTAL		240 P.S.
PROVIDED:		
OPEN PARKING (9'x18')		242 P.S.
RATIO:		
242 P.S./160 UNITS = 1.51 SPACES PER UNIT		

ACCESSIBILITY:
INCLUDED IN COUNT ABOVE:
ACCESSIBLE PARKING REQUIRED : 8
ACCESSIBLE PARKING PROVIDED: 8

BIKE PARKING:

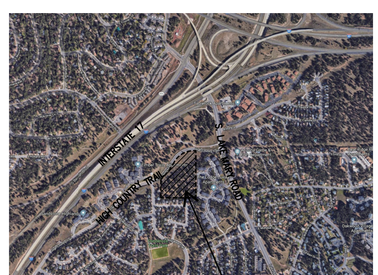
REQUIRED:
5% OF REQUIRED OFF-STREET PARKING
266/.05 = 14 SPACES
PROVIDED: 15 SPACES

KEYNOTES (1)

1. NEW PARKING SPACES - 18'x9' (TYPICAL)
2. NEW ACCESSIBLE PARKING SPACE - 18'x11' WITH 5' ISLE (TYPICAL)
3. NEW INTEGRAL COLOR SPLIT FACE MASONRY TRASH AND RECYCLE BIN ENCLOSURE (TYPICAL). SEE LANDSCAPE FOR COLOR
4. NEW CROSS WALK - SEE CIVIL
5. NEW INTEGRAL COLOR SPLIT FACE MASONRY RETAINING WALL - SEE LANDSCAPE FOR COLOR.
6. NEW 5' WIDE SIDEWALK (TYPICAL) - SEE CIVIL
7. NEW FUTS PER REGIONAL PLAN - SEE CIVIL/LANDSCAPE
8. NEW SPLIT FACE MASONRY MECHANICAL UNIT SCREEN WALL - SEE LANDSCAPE
9. MEADOW LANDSCAPE - SEE LANDSCAPE PLANS
10. BIKE RACK - SEE HARDSCAPE
11. LOCATION OF PARKING SPACES PLANNED TO SERVE EV READY OUTLET. ONE OUTLET TO SERVE (2) PARKING SPACES.
12. NEW BUS STOP PAD
13. STABILIZED GRANITE TRAIL - SEE LANDSCAPE
14. MONUMENT SIGN - SEE LANDSCAPE
15. TOT LOT/PLAY AREA - SEE LANDSCAPE
16. COVERED RAMADA

LEGEND

- (1) DENOTES BUILDING NUMBER
- DENOTES ACCESSIBLE ROUTE.
- 55' / 35' FIRE TRUCK TURNING LANE
- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FIRE RISER LOCATION
- PROPOSED FIRE HYDRANT
- T TRANSFORMER LOCATION



VICINITY MAP
NOT TO SCALE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

The Office of Rich Barber Architecture, LLC
ORB

WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
06 25 20
ARIZONA, U.S.A.
Expires 3/31/2023

DEVELOPER
TRINSIC RESIDENTIAL GROUP
4040 E CAMELBACK SUITE 160
PHOENIX AZ 85018
TEL. 602.799.9960
CONTACT: TODD GOSELINK
TGOSSELINK@TRINSICRES.COM

Architect
ORB ARCHITECTURE, LLC
2944 N. 44TH STREET #101
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CONTACT: RICHARD ALVAREZ
RAA@ORBARCH.COM

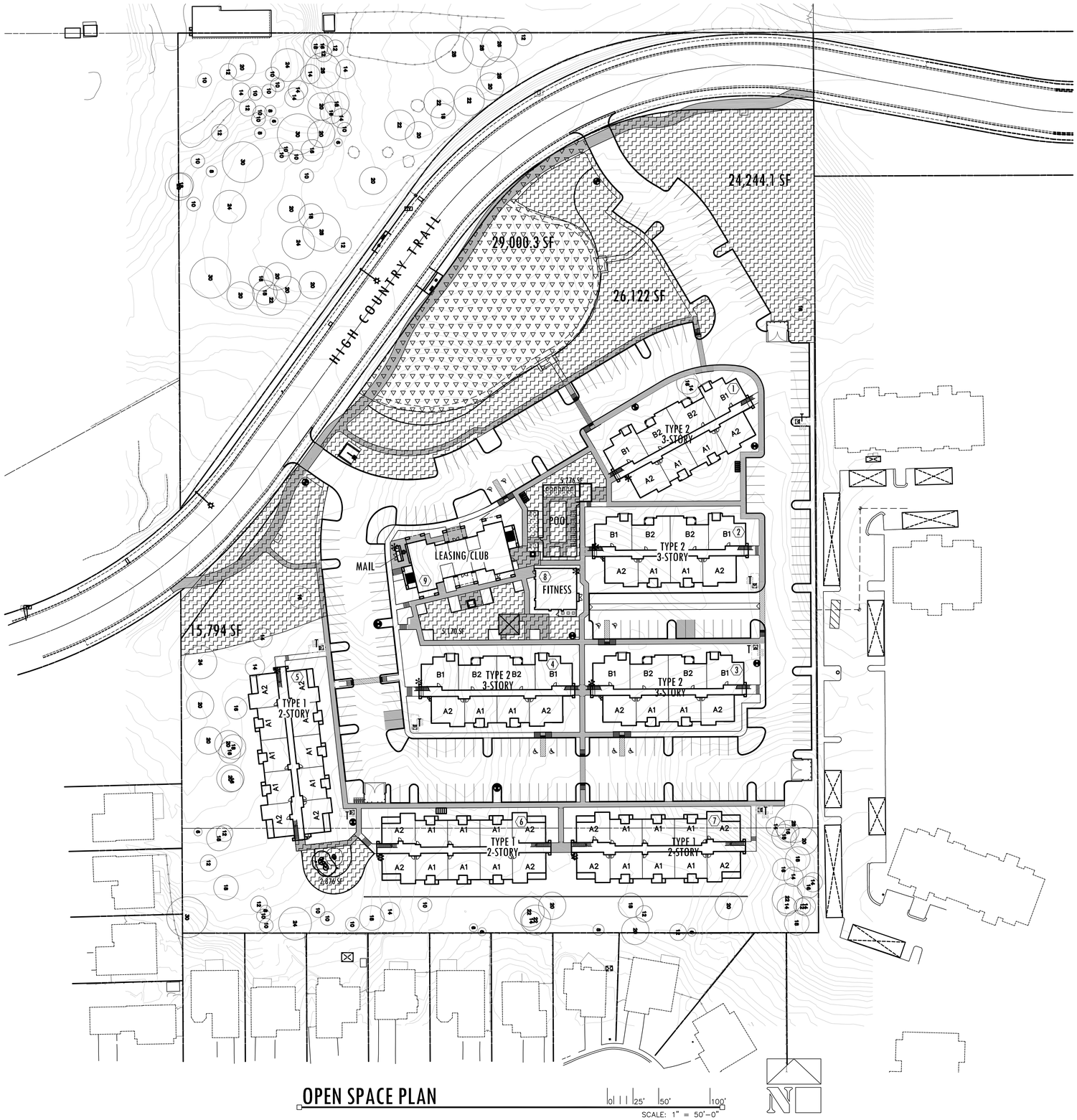
REVISIONS

DATE: JUNE 25, 2020 ORB # 17-227

A1.10

SITE PLAN PRELIMINARY

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A110 Site Plan.dwg USER: rao DATE: Jul, 02 2020 TIME: 11:01 am



OPEN SPACE PLAN

SCALE: 1" = 50'-0"

OPEN SPACE CALCULATONS:

OPEN SPACE

SITE:		11.0 ACRES	479,620	SF
REQUIRED:				
CIVIC OPEN SPACE	5%	0.55 ACRES	23,981	SF
COMMON OPEN SPACE	15%	1.65 ACRES	71,943	SF
PROVIDED:				
CIVIC OPEN SPACE	6%	0.67 ACRES	29,000	SF
COMMON OPEN SPACE	17%	1.84 ACRES	79,983	SF

INDICATES COMMON OPEN SPACE

INDICATES CIVIC OPEN SPACE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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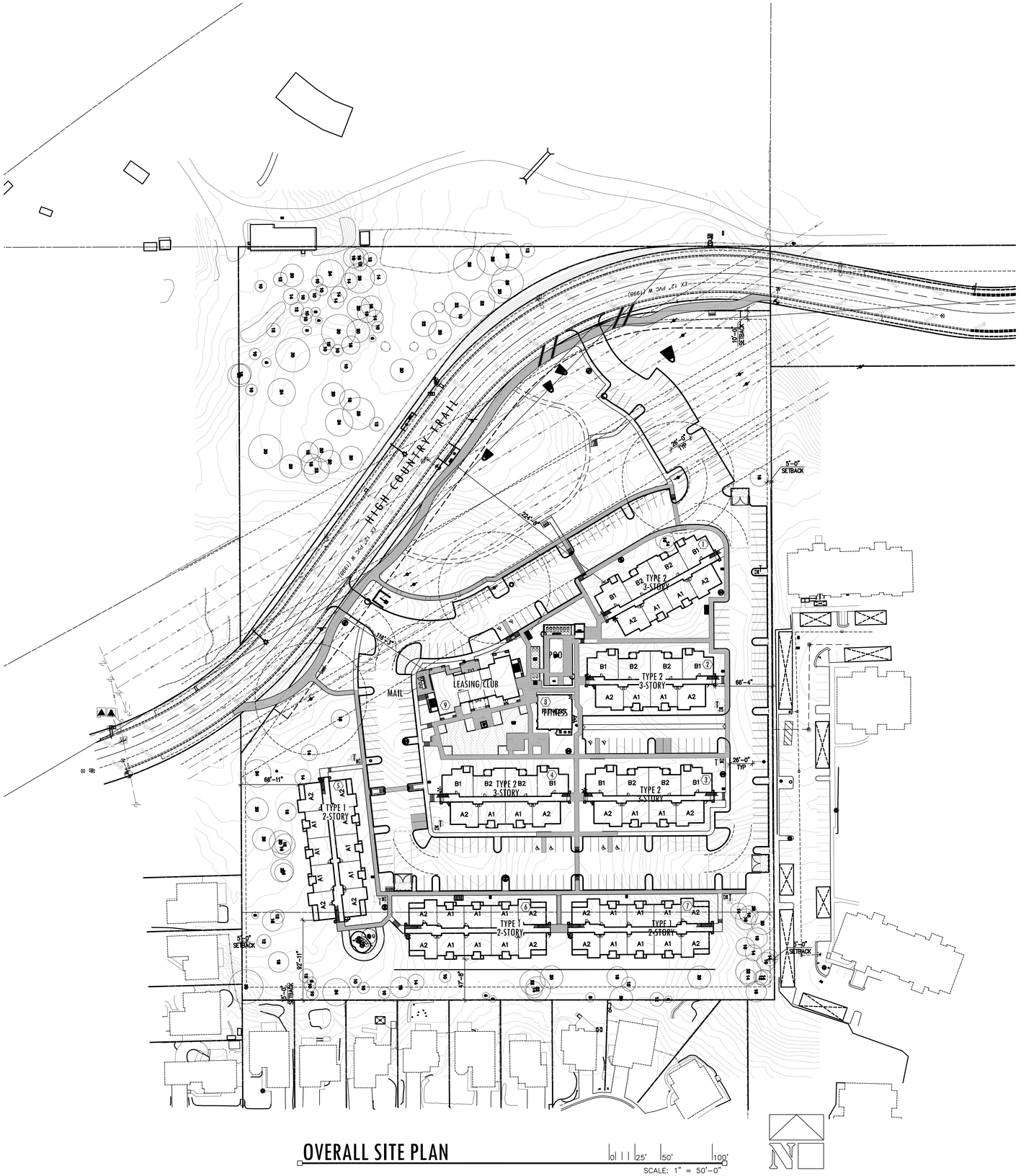
REVISIONS

DATE: JUNE 25, 2020 ORB # 17-227

A1.12

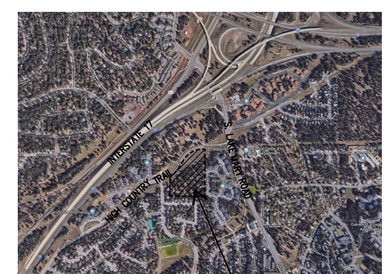
OPEN SPACE PLAN
PRELIMINARY

FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A110 Site Plan.dwg USER:roa DATE: Jun. 29 2020 TIME: 05:48 pm



OVERALL SITE PLAN

SCALE: 1" = 50'-0"



VICINITY MAP
NOT TO SCALE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
04/20/20
Date Signed
ARIZONA, U.S.A.
Expires 3/31/2023

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REVISIONS

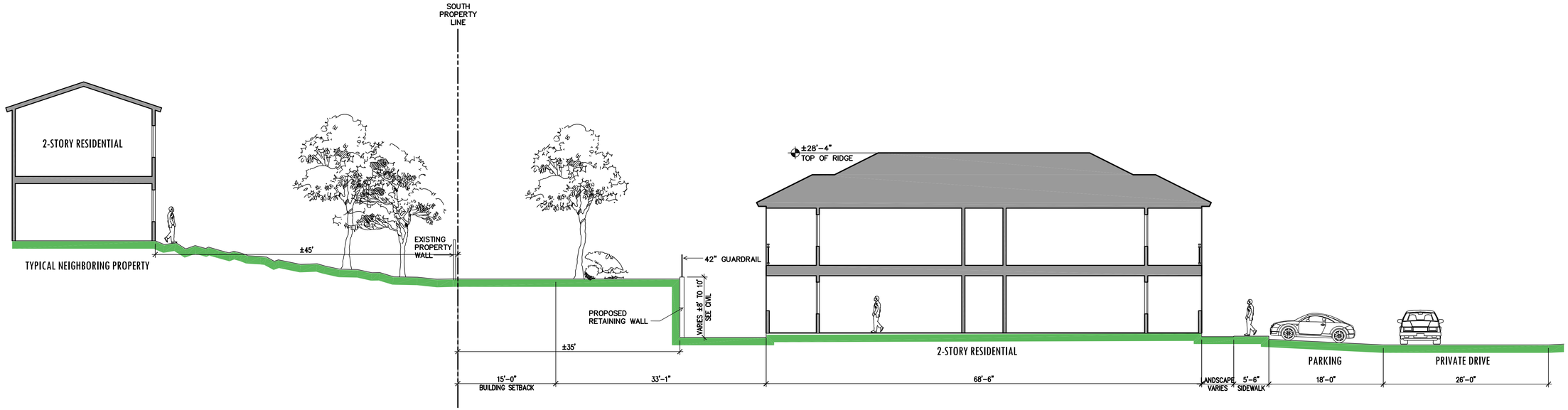
DATE: APRIL 20, 2020 ORB # 17-227

A1.13

PRELIMINARY
OVERALL SITE PLAN

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FILE: \\Orbsvr2016--vm--2\e\data\Orb\ORB Job Files\17-227_IRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A114 Site Section.dwg USER:roa DATE:Jun, 29 2020 TIME: 06:00 pm



NORTH/SOUTH SITE SECTION

AT SOUTH PROPERTY LINE

0 | | | 4' 8' 16'

SCALE: 3/32" = 1'-0"



VICINITY MAP

NOT TO SCALE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
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Rich Barber
06/25/20
ARIZONA, U.S.A.
Expires 3/31/2023

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REVISIONS

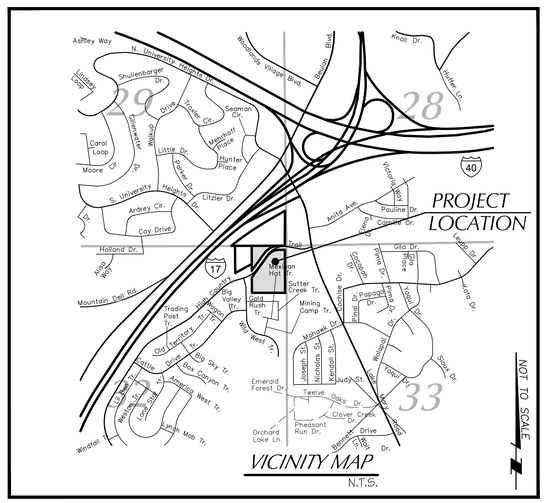
DATE: JUNE 25, 2020 ORB # 17-227

A1.14

SITE SECTION
PRELIMINARY

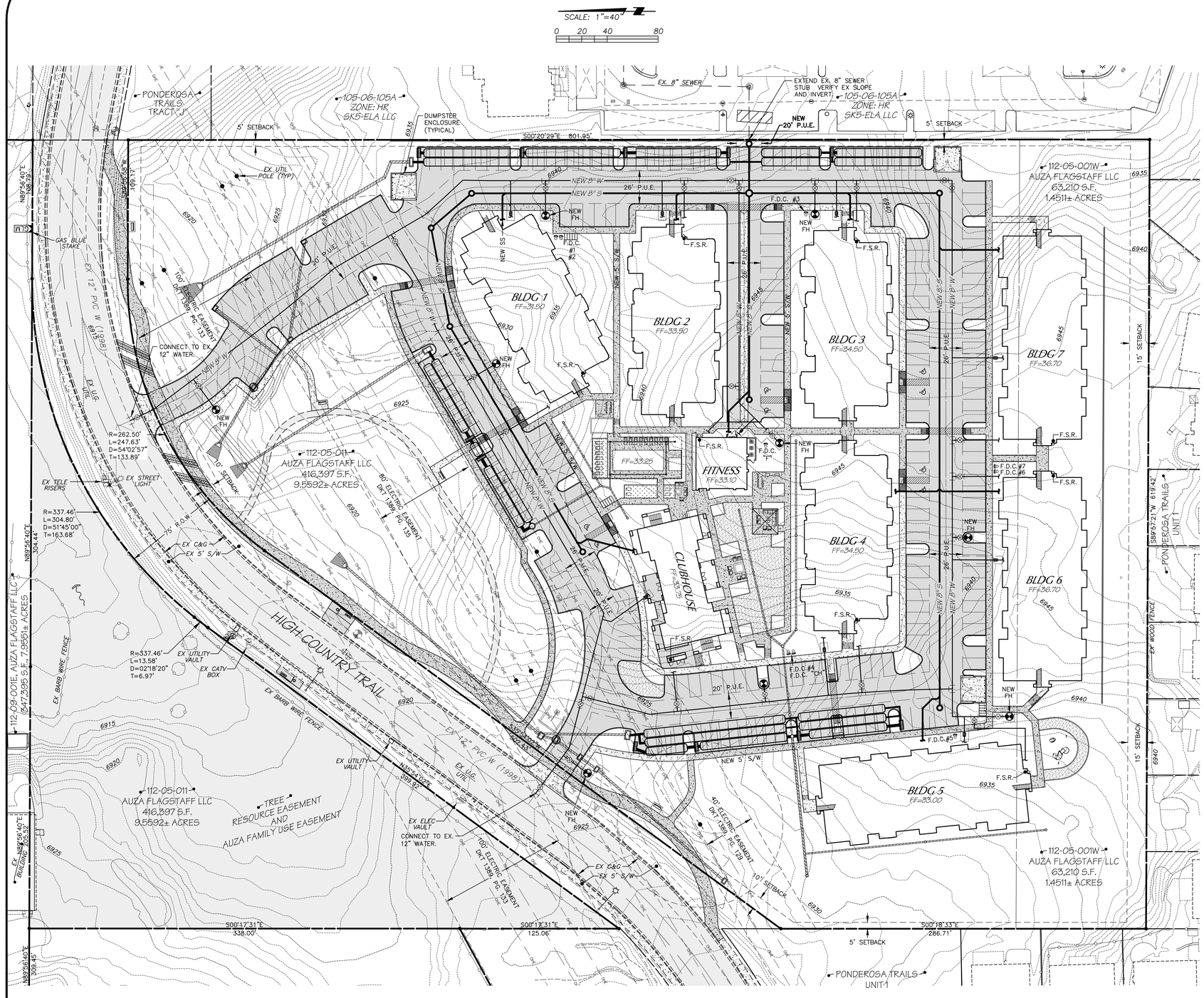
SITE PLAN
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29, AND A PORTION THE NE1/4 OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA


PROJECT LOCATION
VICINITY MAP
N.T.S.
29
28
33
Ashley Way
N. University Avenue
Shullenberger Dr.
Woodlands Village Blvd.
Beaver St.
Knoll Dr.
Hunter Ln.
Lindsey Loop
Seaman Dr.
Trailer Ct.
Meadow Ridge
Hunter Place
Carol Loop
Moore Cir.
Little Dr.
Litzler Dr.
S. University Heights Dr.
Ardrey Cir.
Coy Drive
Holland Dr.
Aspen Ave.
Anita Ave.
Pauline Dr.
Cosmic Dr.
Gila Dr.
Cedar Dr.
Mountain Dell Rd.
Big Valley Trl.
Gold Rush Tr.
Sutter Creek Tr.
Mining Camp Tr.
Old Overland Trl.
Old Settler Trl.
Sky Sky Tr.
Canyon Tr.
Emerald Forest Dr.
Twelve
Pheasant Run Dr.
Orchard Lake Ln.
Windfall
Clover Creek Drive
Sioux Dr.
Apache Dr.
Navajo Dr.
Hopi Dr.
Pima Dr.
Papago Dr.
Comanche Dr.
Cheyenne Dr.
Mohave Dr.
Shoshone Dr.
Kiowa Dr.
Kaibab Dr.
Judd St.
Humphreys St.
Fort Valley Rd.
Flagstaff Mall
Milton Rd.
Lone Tree Rd.
Woodlands Village Blvd.
Beaver St.
Route 66
Historic Route 66
Santa Fe Ave.
Aspen Ave.
Cedar Ave.
Phoenix Ave.
Arizona Ave.
Humphreys St.
Leroux St.
Switzer Canyon Dr.
Lone Tree Rd.
Milton Rd.
Fort Valley Rd.
Flagstaff Mall
Forest Meadows St.
Kendrick St.
Riordan Mansion State Park
Riordan Mansion Historic
Wild West Tr.
Old Settler Trl.
Trading Post Trl.
Big Valley Trl.
Gold Rush Tr.
Sutter Creek Tr.
Mining Camp Tr.
Old Overland Trl.
Sky Sky Tr.
Switzer

SITE PLAN
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 8' WIDE P.U.E. EXTENDED 4' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 4' BEYOND W.M.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT. ADDITIONALLY, A FIRE ALARM SYSTEM DESIGNED IN ACCORDANCE WITH NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE IS REQUIRED.

FIRE SPRINKLER ROOMS

FIRE RISER ROOMS ARE IDENTIFIED AS "F.S.R"

FIRE DEPARTMENT CONNECTION

FIRE DEPARTMENT CONNECTIONS ARE IDENTIFIED AS "F.D.C. #". # INDICATES BUILDING NUMBER, "CH" INDICATES CLUBHOUSE, "F" INDICATES FITNESS BUILDING.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 2" TO THE LARGER BUILDINGS AND 1" WATER SERVICE TO THE CLUBHOUSE. FIRE SPRINKLER LINE SIZE SHALL BE 4" MINIMUM.

ABBREVIATIONS

SS	SEWER SERVICE
WS	WATER SERVICE
FS	FIRE SERVICE
FH	FIRE HYDRANT
W	WATER
S	SEWER
F.D.C.	FIRE DEPT. CONNECTION
F.S.R.	FIRE SPRINKLER ROOM

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

7/7/20
MES#17259

AURA FLAGSTAFF
SITE PLAN
UNDERGROUND UTILITY PLAN

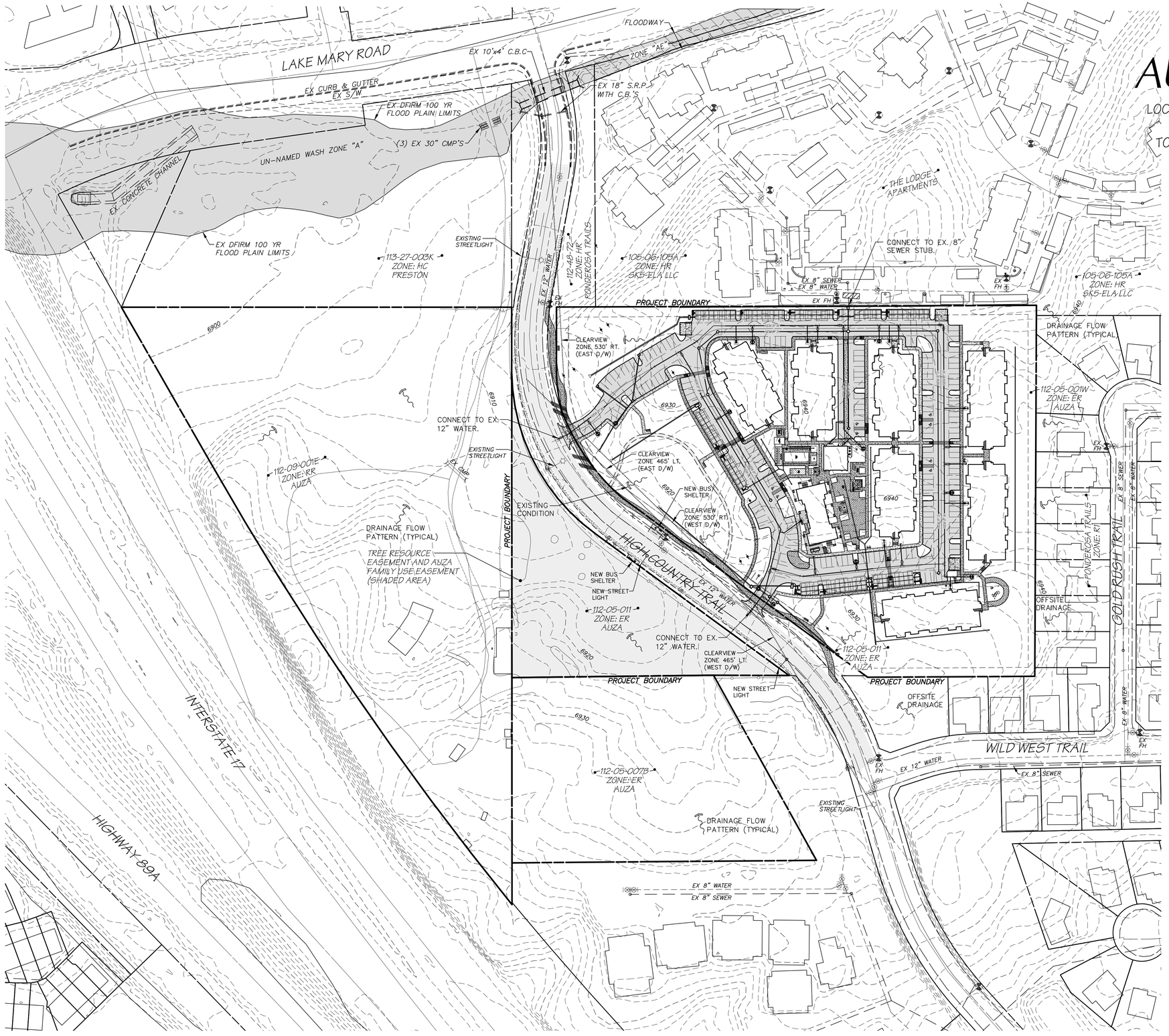
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE:	REVISIONS: 1/4/20 REVISED LAYOUT PER OWNER
PROJECT NO. 17254	PER C.O.F. COMMENT DATED 3/18/20
DESIGNED BY: MME	PER C.O.F. COMMENT DATED 6/29/20
DRAWN BY: MME	
CHECKED BY: KVH	VERT SCALE: N/A HOR SCALE: 1"=40'

COF PROJECT # PZ-17-00218-01

AREA MAP
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



CLEAR VIEW ZONES

POSTED SPEED LIMIT = 35
DESIGN SPEED = 45 MPH
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR
I.S.D. TO RIGHT=1.47(45)(7.5+0.5)=529.2' (530')

CASE B2 RIGHT TURN FROM MINOR
I.S.D. TO LEFT=1.47(45)(7.0)=463.05 (465')

SCALE: 1"=80'
0 40 80 160

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

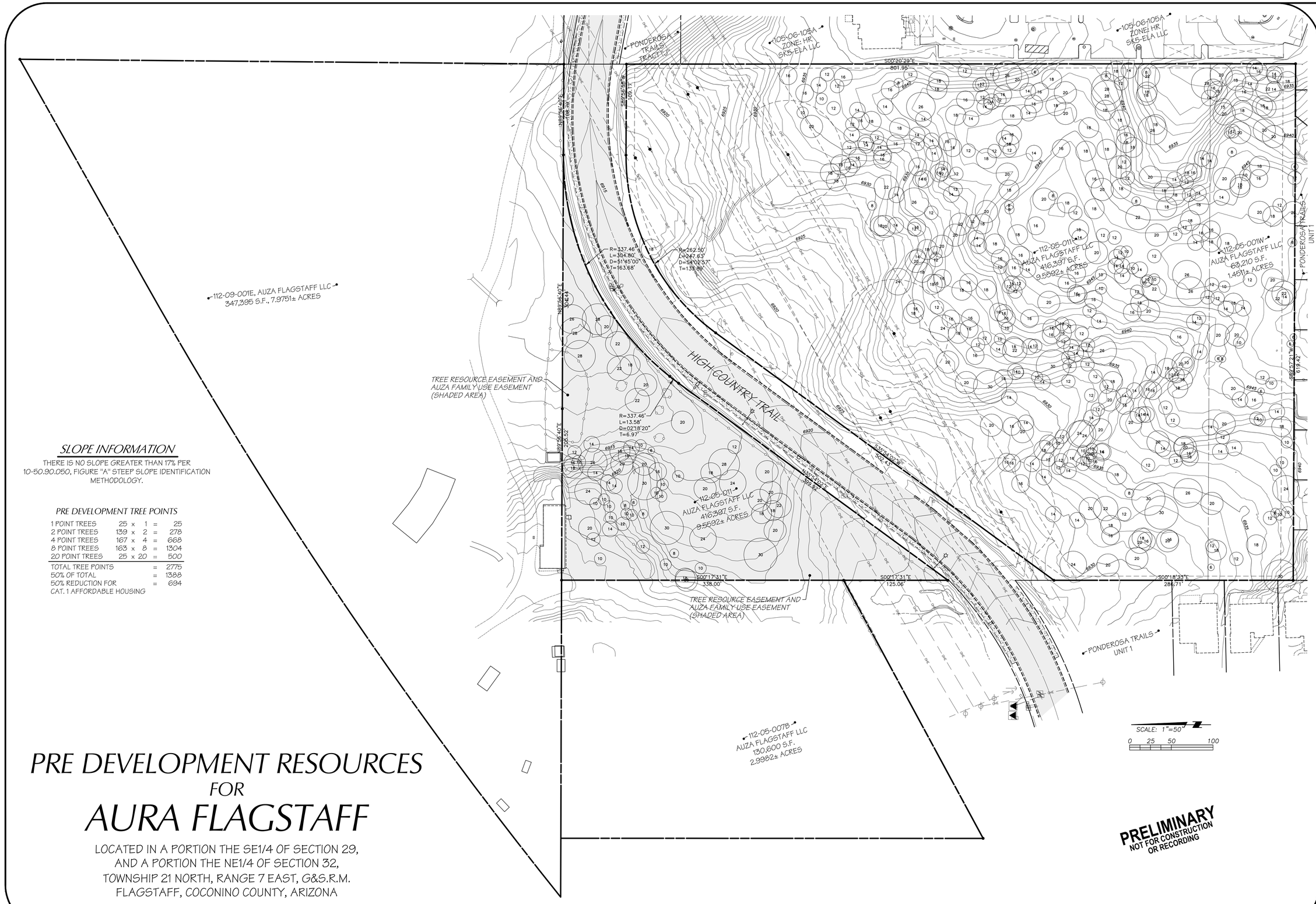
7/7/20
MES# 17259

AURA FLAGSTAFF
SITE PLAN
AREA MAP

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/7/20	PROJECT NO. 17259
DESIGNED BY: MME	FN: AREA-MAP-2018
DRAWN BY: MME	VERT SCALE: N/A
CHECKED BY: KVH	HOR SCALE: 1"=80'

REVISIONS: 1/9/20 REVISED LAYOUT PER OWNER
PER C.O.F. COMMENT DATED 3/18/20
PER C.O.F. COMMENT DATED 6/23/20



SLOPE INFORMATION

THERE IS NO SLOPE GREATER THAN 17% PER 10-50.90.050, FIGURE "A" STEEP SLOPE IDENTIFICATION METHODOLOGY.

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	25	x 1	=	25
2 POINT TREES	139	x 2	=	278
4 POINT TREES	167	x 4	=	668
8 POINT TREES	163	x 8	=	1304
20 POINT TREES	25	x 20	=	500
TOTAL TREE POINTS			=	2775
50% OF TOTAL			=	1388
50% REDUCTION FOR CAT. 1 AFFORDABLE HOUSING			=	694

PRE DEVELOPMENT RESOURCES
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

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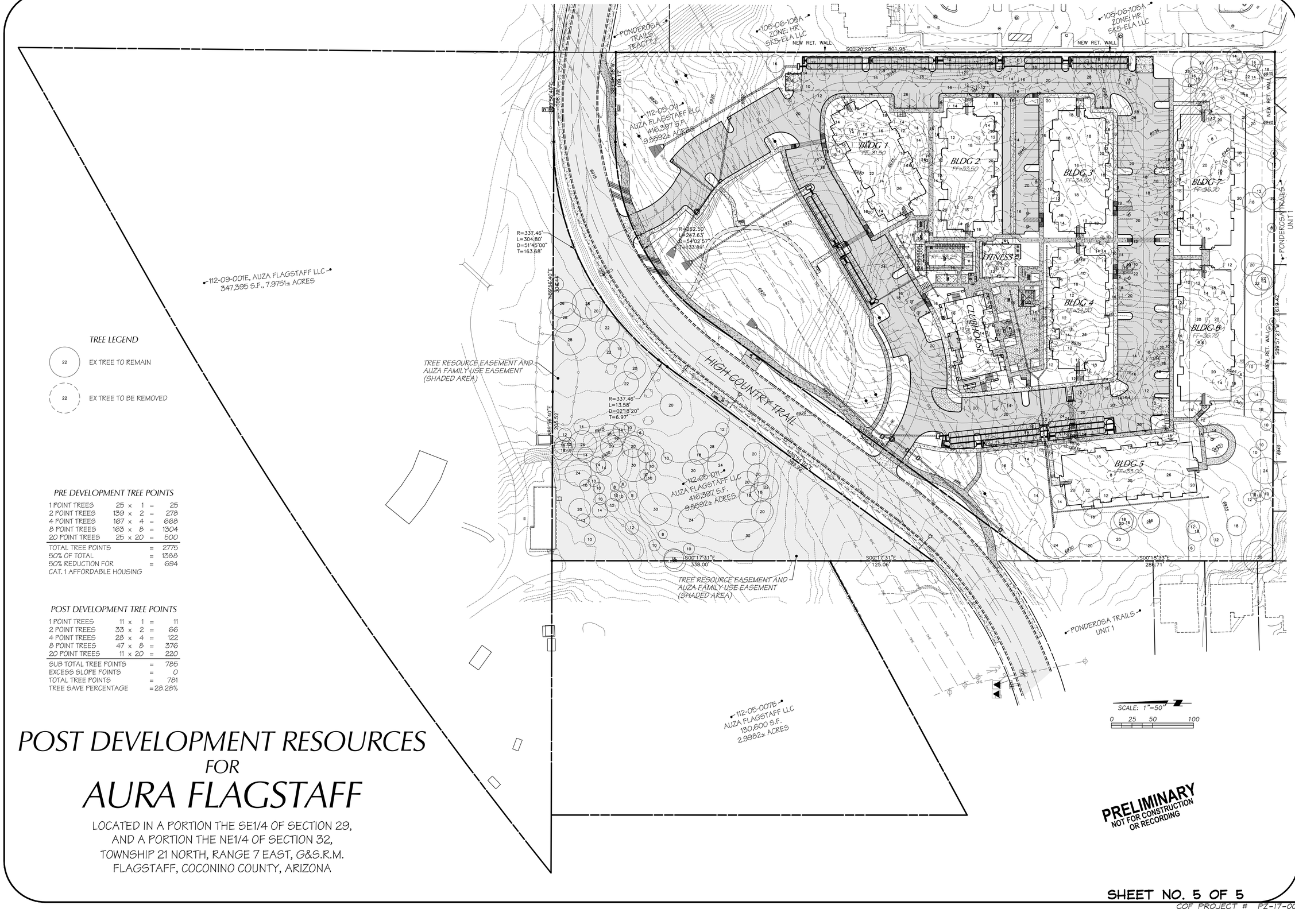
AURA FLAGSTAFF
SITE PLAN
PRE DEVELOPMENT RESOURCE PLAN

7/7/20
MES#17259

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/7/20	PROJECT NO. 17259	REVISIONS: 1/4/20 REVISED LAYOUT PER OWNER
DESIGNED BY: MME	FN: SHEET-04	PER C.O.F. COMMENTS DATED 3/18/20
DRAWN BY: MME	VERT SCALE: N/A	PER C.O.F. COMMENT DATED 6/23/20
CHECKED BY: KVH	HOR SCALE: 1"=50'	

COF PROJECT # PZ-17-00218-01



TREE LEGEND

22 EX TREE TO REMAIN

22 EX TREE TO BE REMOVED

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	25	x 1	=	25
2 POINT TREES	139	x 2	=	278
4 POINT TREES	167	x 4	=	668
8 POINT TREES	163	x 8	=	1304
20 POINT TREES	25	x 20	=	500
TOTAL TREE POINTS			=	2775
50% OF TOTAL			=	1388
50% REDUCTION FOR CAT. 1 AFFORDABLE HOUSING			=	694

POST DEVELOPMENT TREE POINTS

1 POINT TREES	11	x 1	=	11
2 POINT TREES	33	x 2	=	66
4 POINT TREES	28	x 4	=	122
8 POINT TREES	47	x 8	=	376
20 POINT TREES	11	x 20	=	220
SUB TOTAL TREE POINTS			=	785
EXCESS SLOPE POINTS			=	0
TOTAL TREE POINTS			=	781
TREE SAVE PERCENTAGE			=	28.28%

POST DEVELOPMENT RESOURCES
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 5 OF 5

COF PROJECT # PZ-17-00218-01

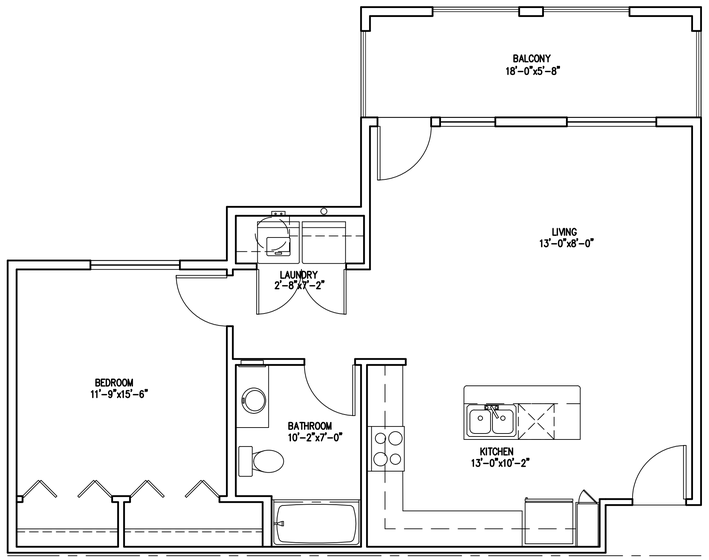
Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

AURA FLAGSTAFF
SITE PLAN
POST DEVELOPEMENT RESOURCE PLAN
7/7/20
MES#17259

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/7/20
DESIGNED BY: MWE
DRAWN BY: MWE
CHECKED BY: KVH
PROJECT NO. 17259
FN: SHEET-05
VERT SCALE: N/A
HOR SCALE: 1"=50'

REVISIONS: 1/4/20 REVISED LAYOUT PER OWNER
PER C.O.F. COMMENTS DATED 3/18/20
PER C.O.F. COMMENT DATED 6/23/20

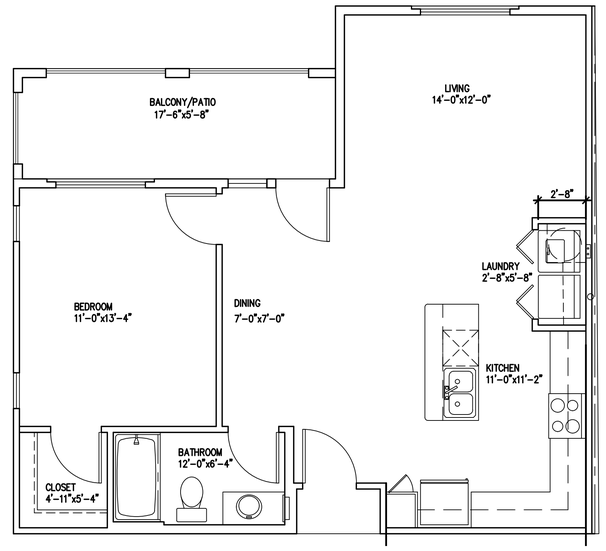


UNIT PLAN A3

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

793 S.F. LIVABLE
117 S.F. BALCONY
910 S.F. GRAND TOTAL

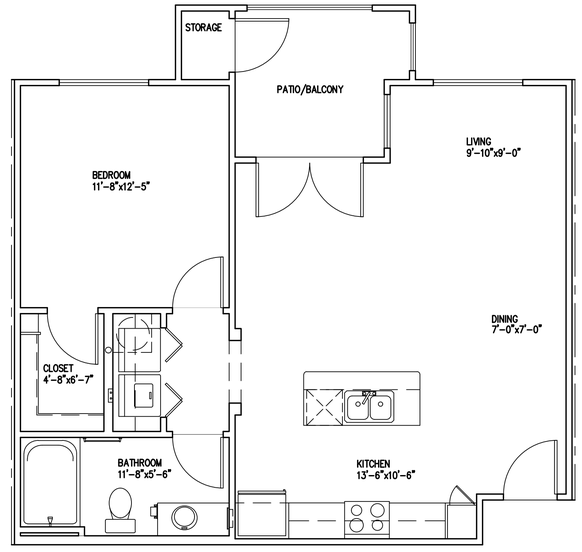


UNIT PLAN A2

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

788 S.F. LIVABLE
111 S.F. PATIO/BALCONY
899 S.F. GRAND TOTAL

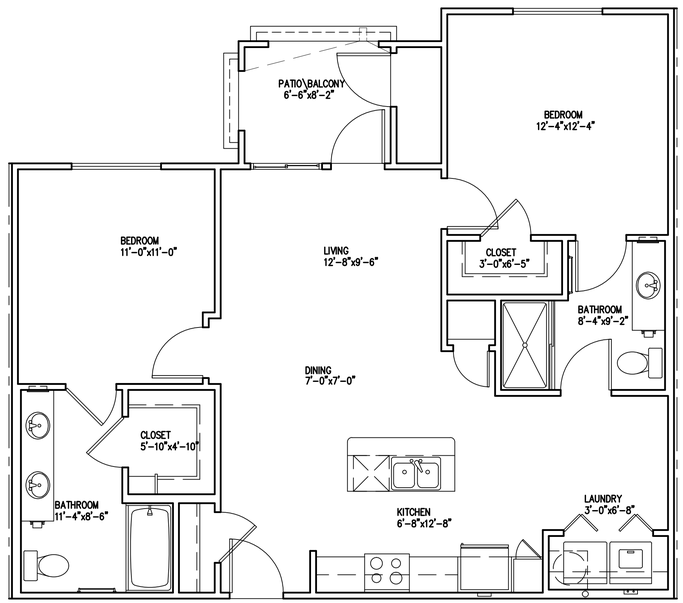


UNIT PLAN A1

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

770 S.F. LIVABLE
81 S.F. PATIO/BALCONY
12 S.F. STORAGE
863 S.F. GRAND TOTAL

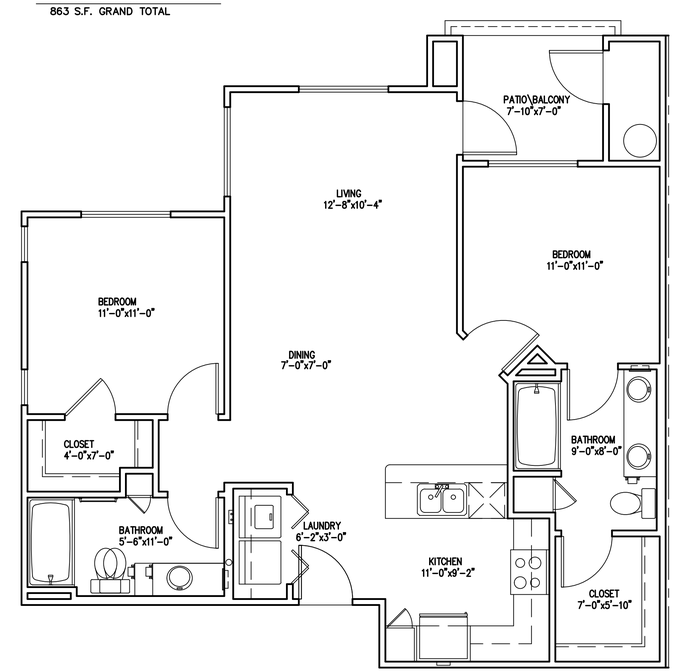


UNIT PLAN B2

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

1013 S.F. LIVABLE
58 S.F. PATIO/BALCONY
19 S.F. STORAGE
1090 S.F. GRAND TOTAL



UNIT PLAN B1

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

973 S.F. LIVABLE
55 S.F. PATIO/BALCONY
25 S.F. STORAGE
1053 S.F. GRAND TOTAL

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com
REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
04 20 20
ARIZONA, U.S.A.
Expires 3/31/2023

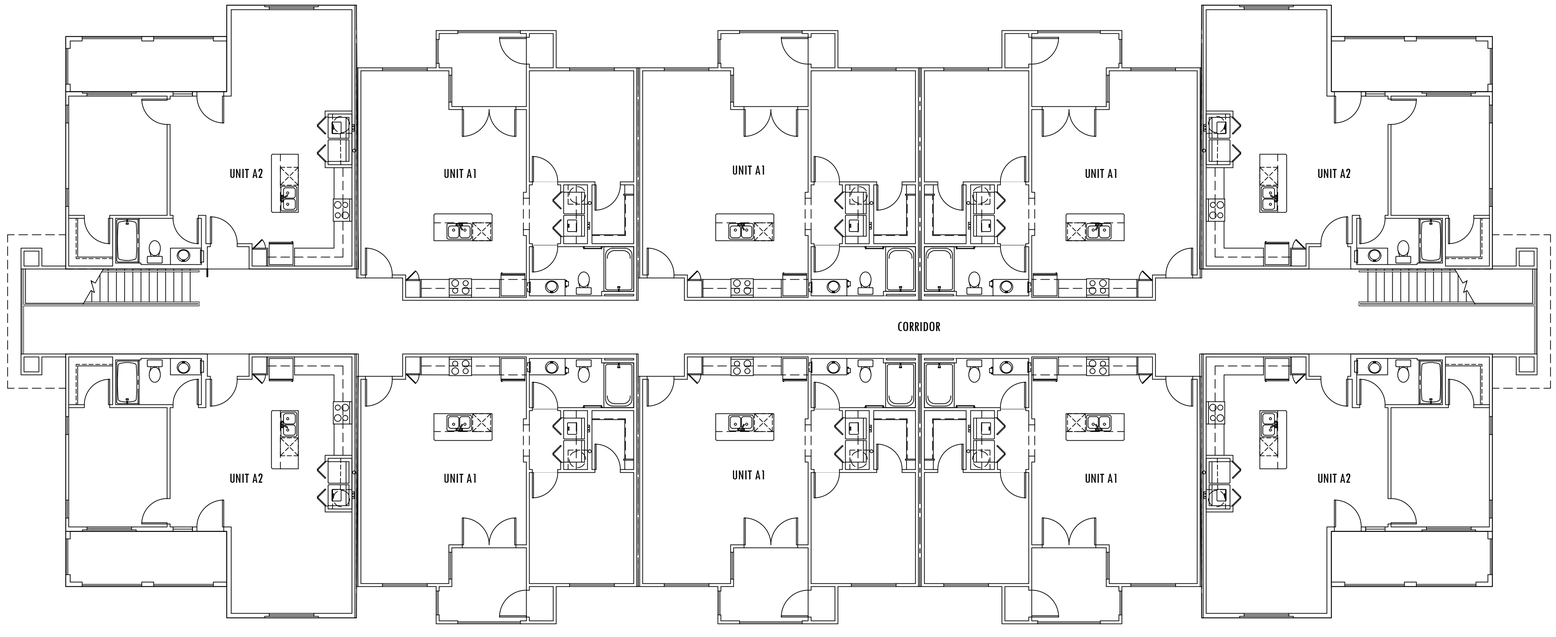
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A2.10

FLOOR PLANS UNITS
A1, A2, A3, B1 & B2

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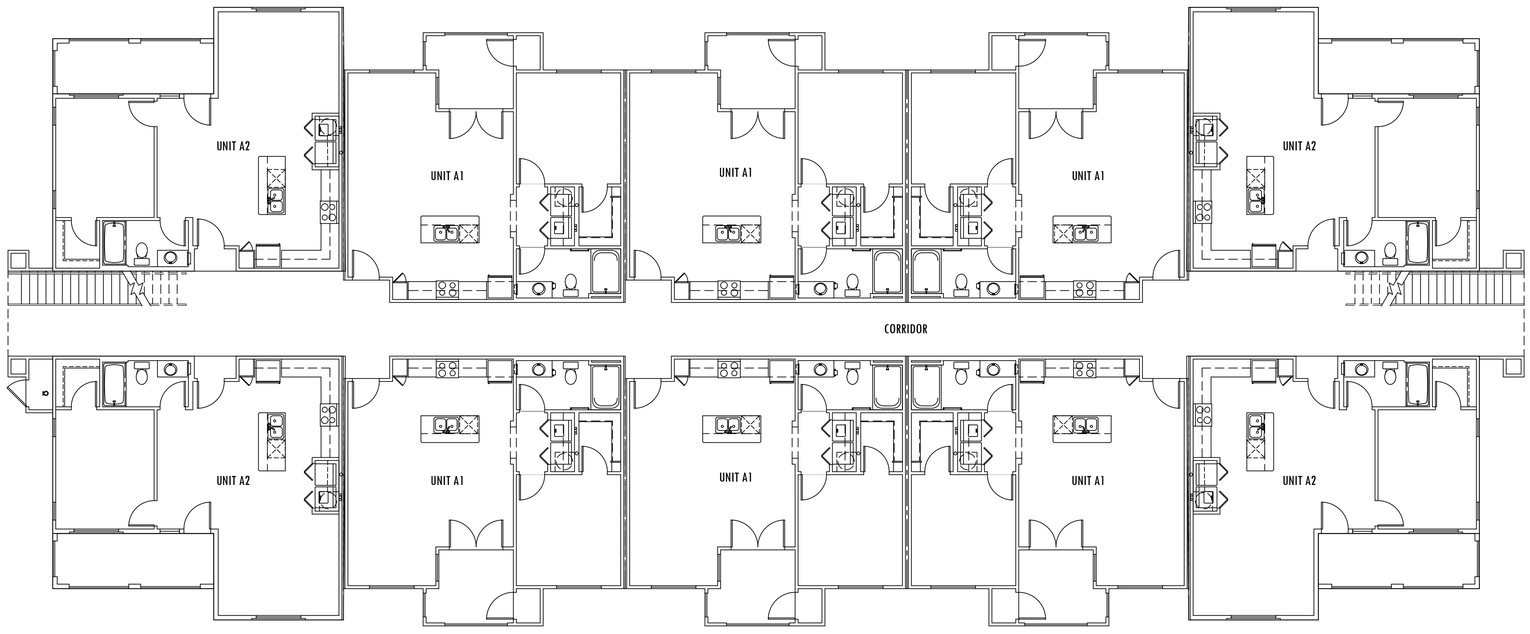


BUILDING TYPE 1 - LEVEL 2

TOTAL AREA: 10,137 S.F.

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 1 - LEVEL 1

TOTAL AREA: 10,154 S.F.

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

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DATE: APRIL 20, 2020 ORB # 17-227

A3.11

BLDG. TYPE 1 FLOOR PLANS
LEVEL 1 & 2

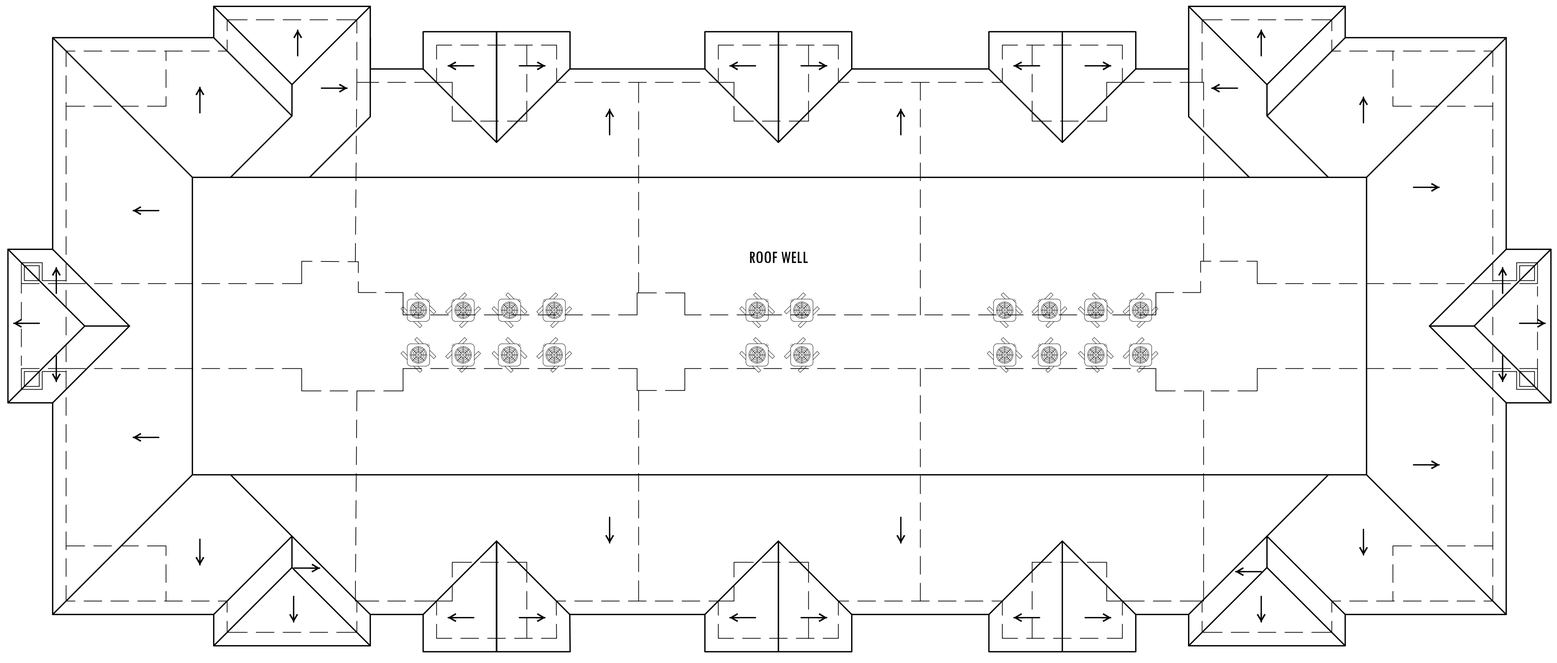
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BUILDING TYPE 1 - ROOF PLAN

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

N

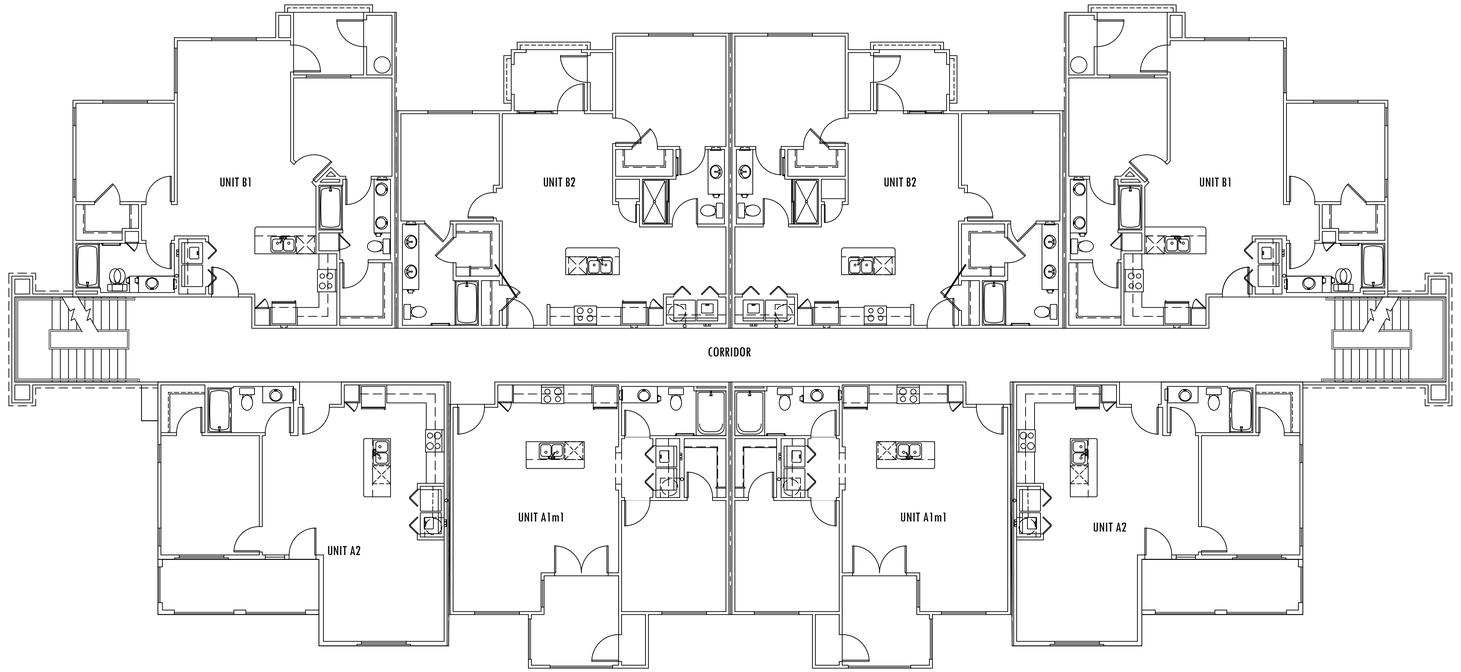
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.12

BLDG. TYPE 1
ROOF PLAN

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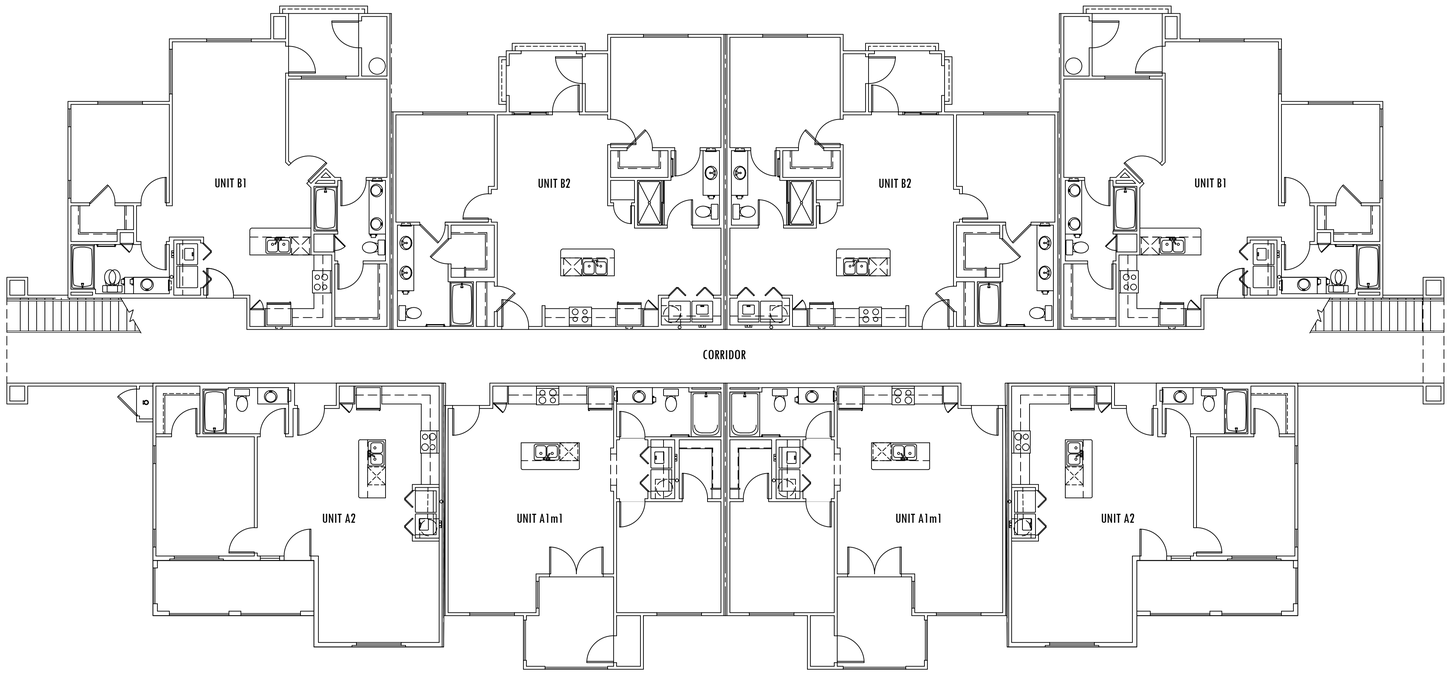


BUILDING TYPE 2 - LEVEL 2

TOTAL AREA: 9,105 S.F.

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - LEVEL 1

TOTAL AREA: 9,105 S.F.

0' 4' 8' 16'

SCALE: 1/8" = 1'-0"

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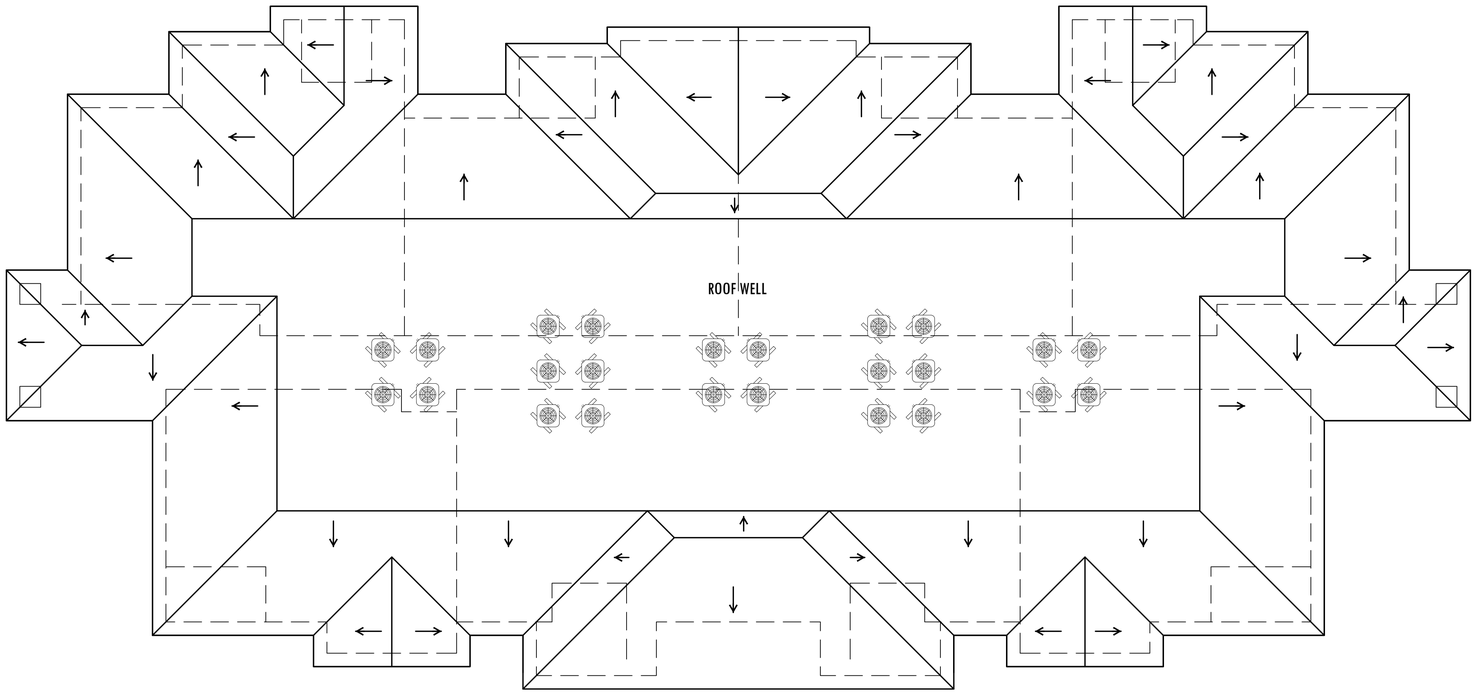
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.21

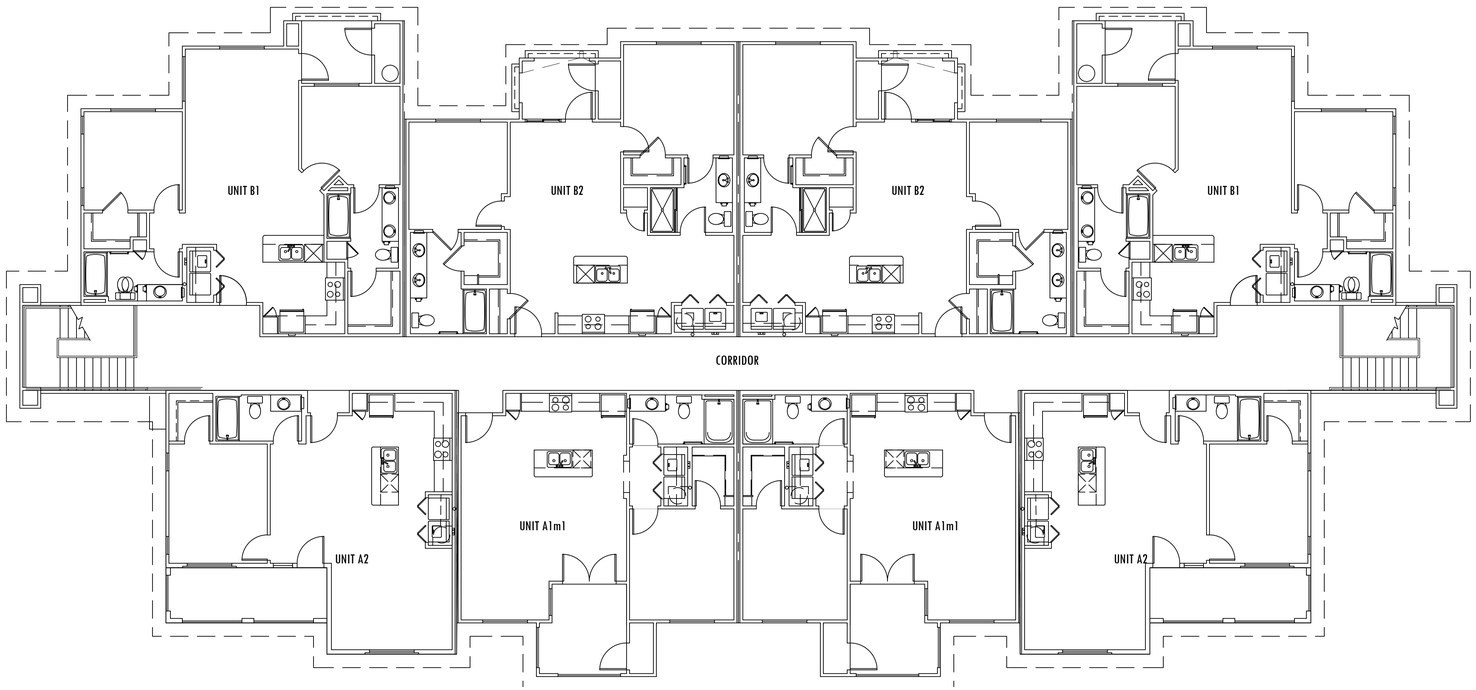
BLDG. TYPE 2 FLOOR PLANS
LEVEL 1 & 2

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BUILDING TYPE 2 - ROOF PLAN

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - LEVEL 3

TOTAL AREA: 9,105 S.F.

SCALE: 1/8" = 1'-0"

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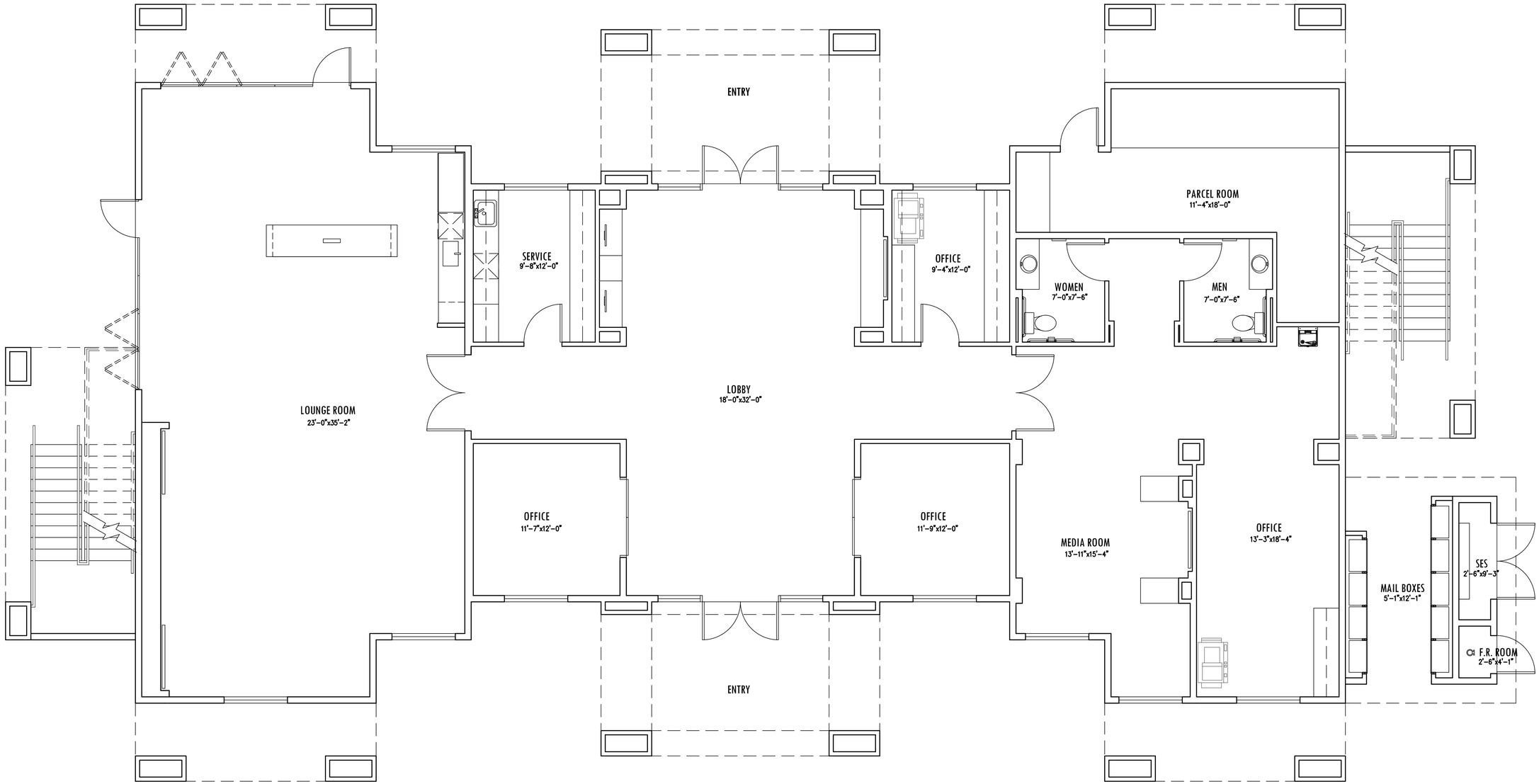
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DATE: APRIL 20, 2020 ORB # 17-227

A3.22

BLDG. TYPE 2 FLOOR PLANS
LEVEL 3 & ROOF

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CLUBHOUSE - LEVEL 1

5,485 S.F. GRAND TOTAL

0 | | | 2' 4' 8'

SCALE: 1/4" = 1'-0"

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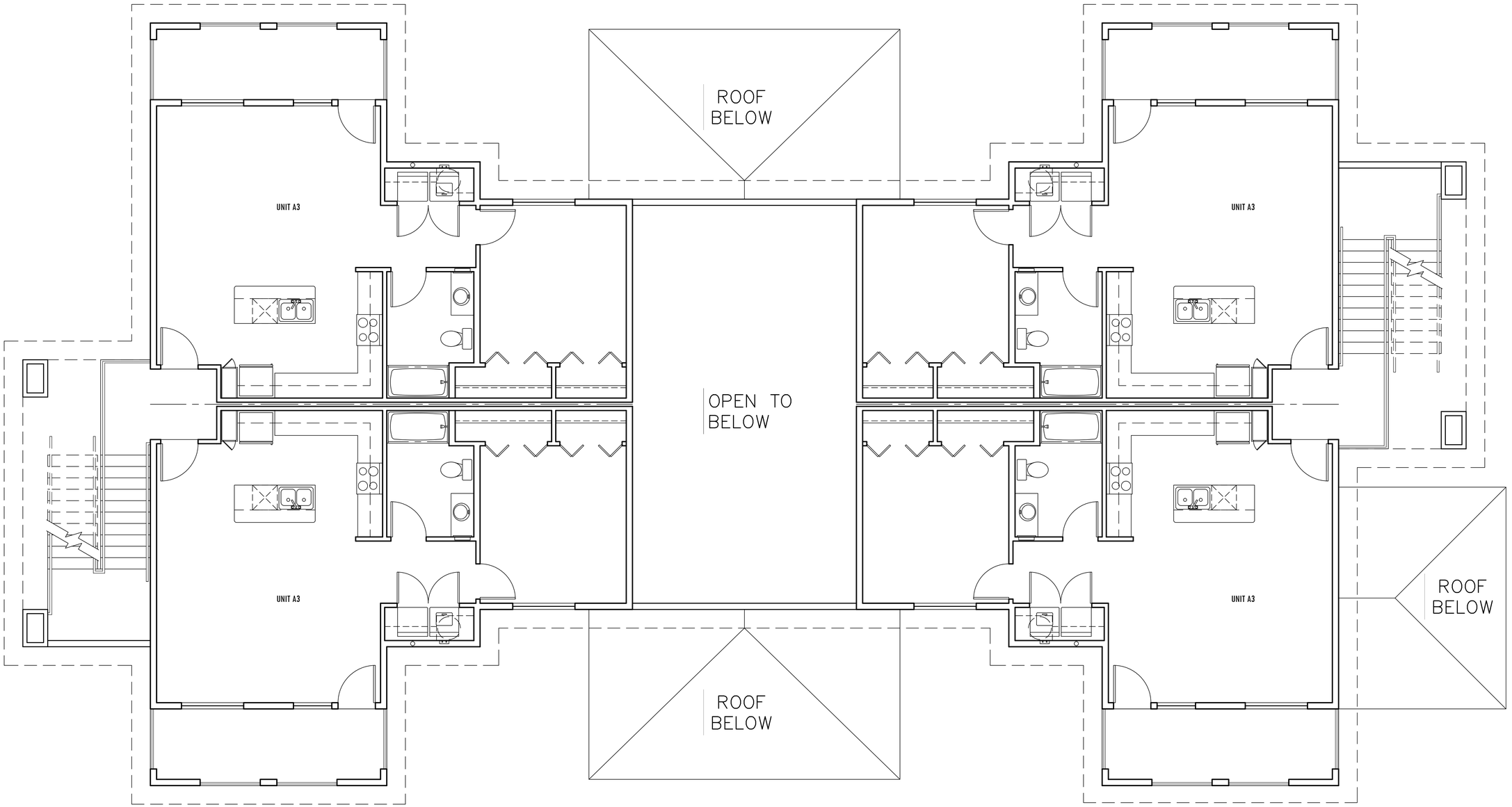
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DATE: APRIL 20, 2020 ORB # 17-227

A3.51

CLUBHOUSE
FLOOR PLAN

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CLUBHOUSE - LEVEL 2

SCALE: 1/4" = 1'-0"

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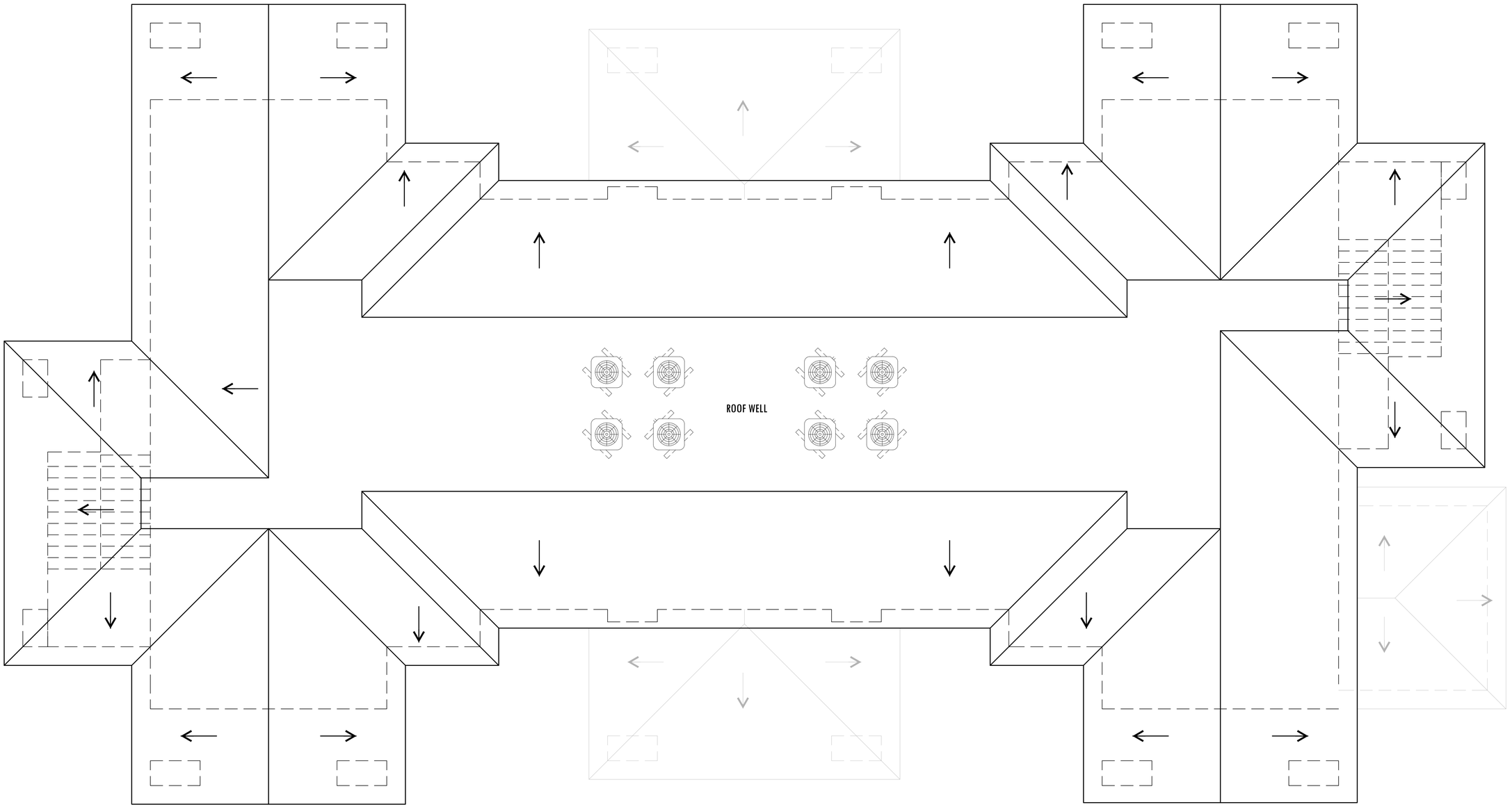
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DATE: APRIL 20, 2020 ORB # 17-227

A3.52

CLUBHOUSE 2ND LEVEL
FLOOR PLAN

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CLUBHOUSE - ROOF

SCALE: 1/4" = 1'-0"

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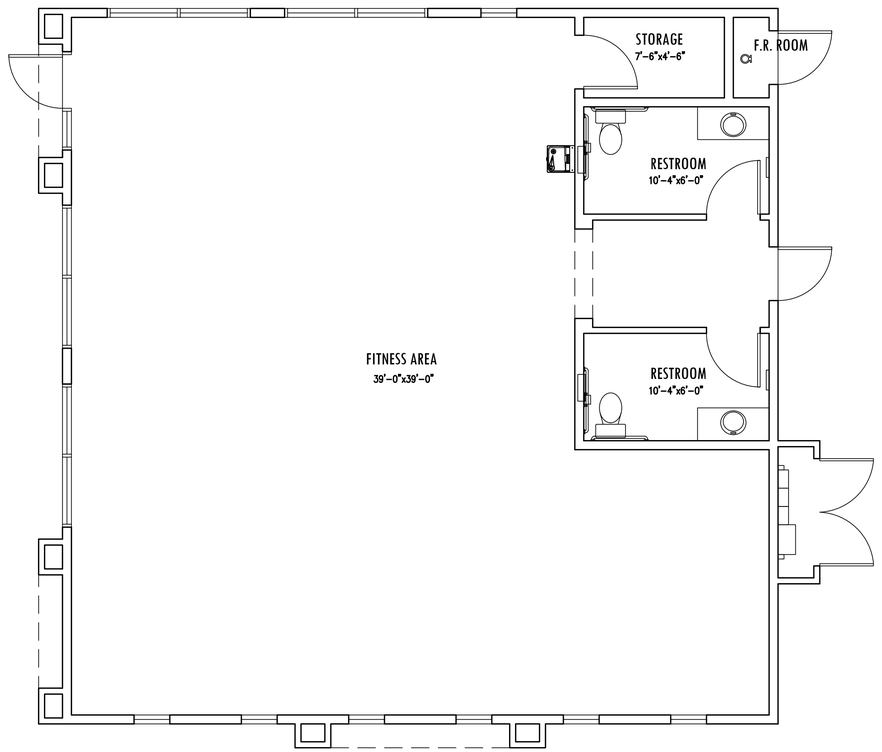
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A3.52

CLUBHOUSE
ROOF PLAN

FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A353 Clubhouse_Roof.dwg USER:rob DATE:Apr, 20 2020 TIME: 02:21 pm



FLOOR PLAN

1,665 S.F. GRAND TOTAL

0' 2' 4' 8'

SCALE: 1/4" = 1'-0"

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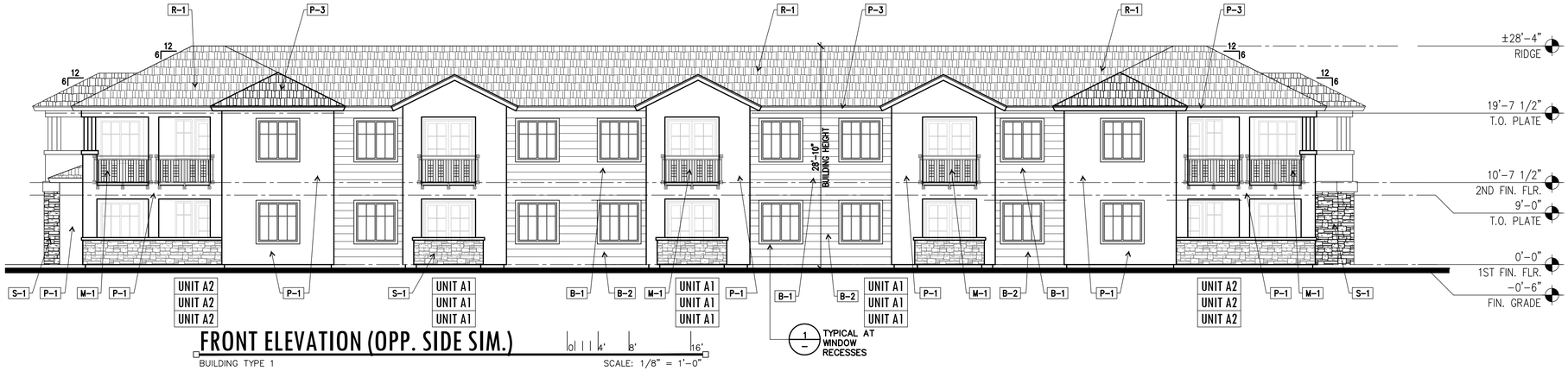
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DATE: APRIL 20, 2020 ORB # 17-227

A3.61

FITNESS
FLOOR PLAN

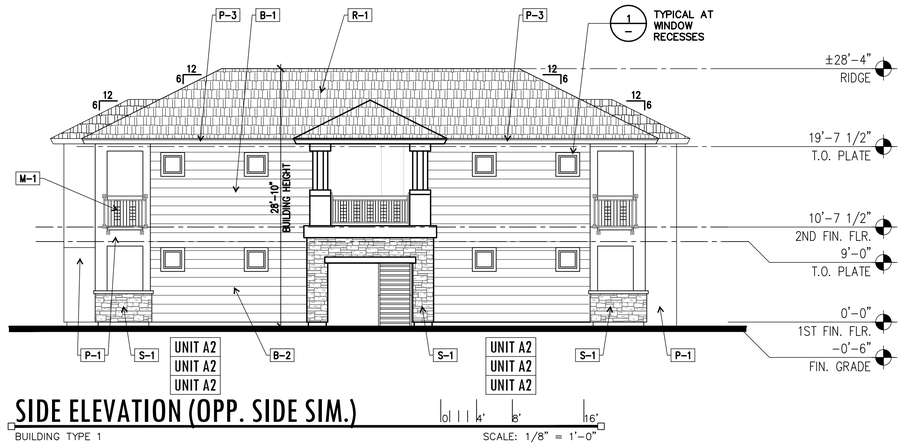
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FRONT ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 1

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

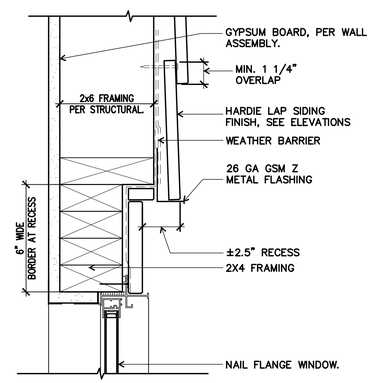
BUILDING TYPE 1

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG LRV 31
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE LRV 18
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET LRV 9
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET LRV 9
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY LRV 43
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE LRV 18
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE LRV 77
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 1 STUCCO PERCENTAGE			
ELEVATION	TOTAL AREA (SF)	STUCCO (SF)	%
FRONT	4,721	1,010	21.4
REAR	4,721	1,010	21.4
SIDE	1,853	343	18.5
SIDE	1,853	343	18.5
TOTAL	13,148	2,706	21 % OF STUCCO



01 RECESSED WINDOW HEAD @ HARDY BOARD FINISH
SIMILAR AT STUCCO FINISH
SCALE: 3" = 1'-0"

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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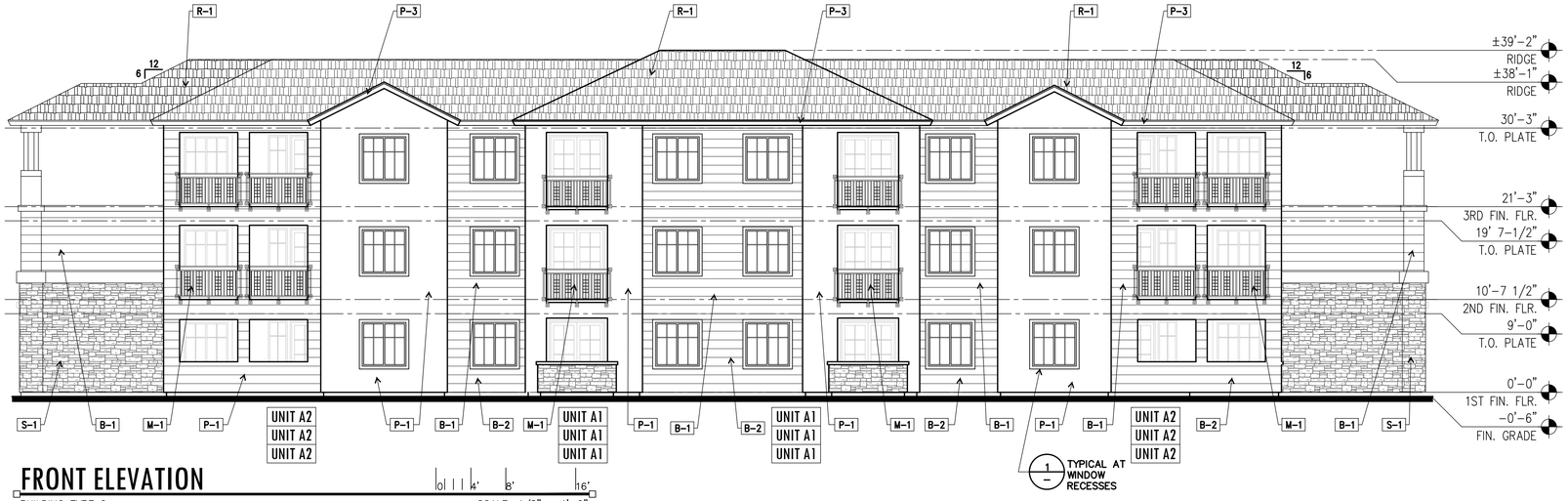
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DATE: APRIL 20, 2020 ORB # 17-227

A4.10

BUILDING TYPE 1
ELEVATIONS

FILE:\\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A410 Bldg Type 1 Elevs.dwg USER:rob DATE:Apr, 20 2020 TIME: 02:21 pm



FRONT ELEVATION

BUILDING TYPE 2

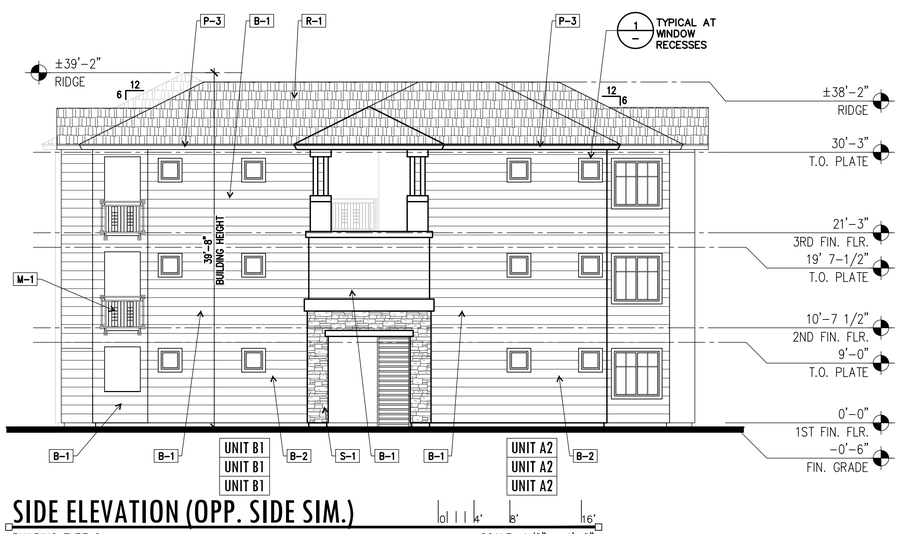
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 2

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 2

SCALE: 1/8" = 1'-0"

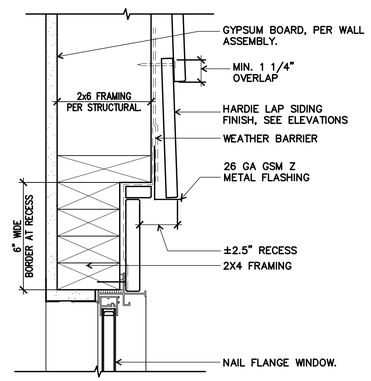
MATERIAL/COLOR KEY NOTES

B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG LRV 31
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE LRV 18
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET LRV 9
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET LRV 9
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY LRV 43
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE LRV 18
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE LRV 77
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 2 STUCCO PERCENTAGE

ELEVATION	TOTAL AREA (SF)	STUCCO (SF)	%
FRONT	5,808	1,374	23.7
REAR	5,806	1,236	21.3
SIDE	2,703	357	13.2
SIDE	2,703	357	13.2
TOTAL	17,020	3,324	20 % OF STUCCO



01 RECESSED WINDOW HEAD @ HARDY BOARD FINISH
SIMILAR AT STUCCO FINISH

SCALE: 3" = 1'-0"

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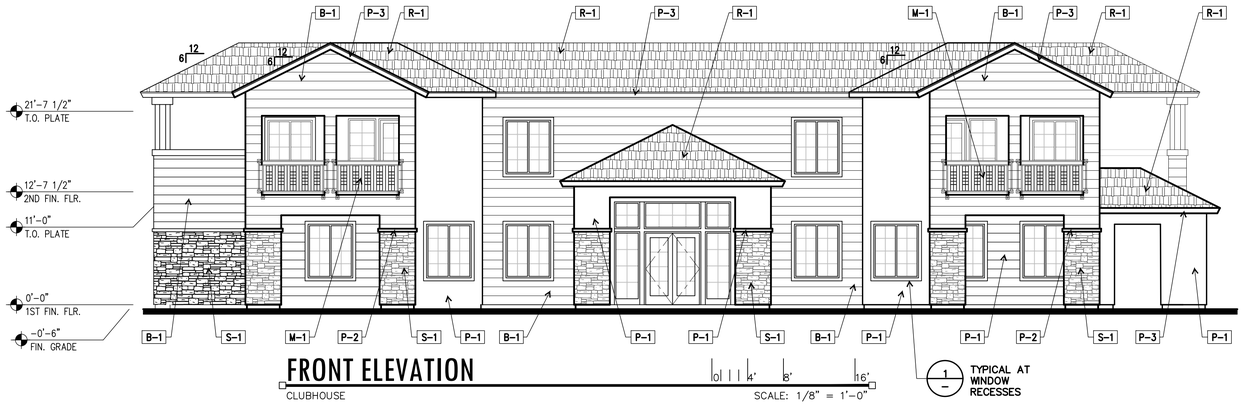
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DATE: APRIL 20, 2020 ORB # 17-227

A4.20

BUILDING TYPE 2 ELEVATIONS

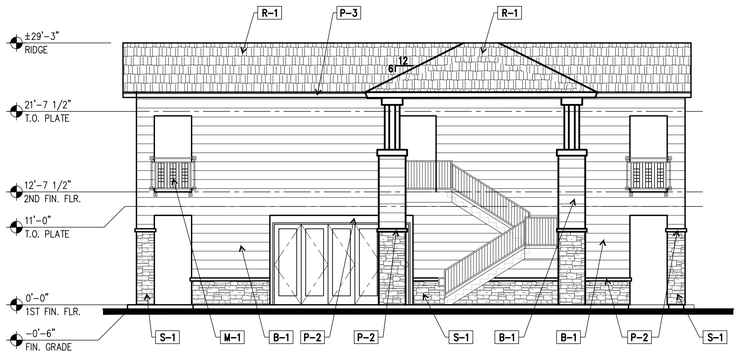
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FRONT ELEVATION

CLUBHOUSE

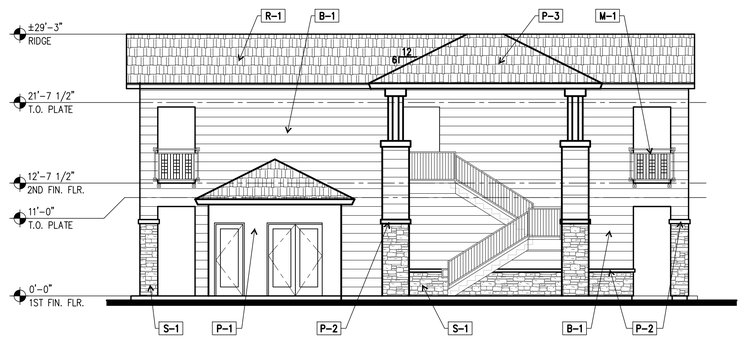
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

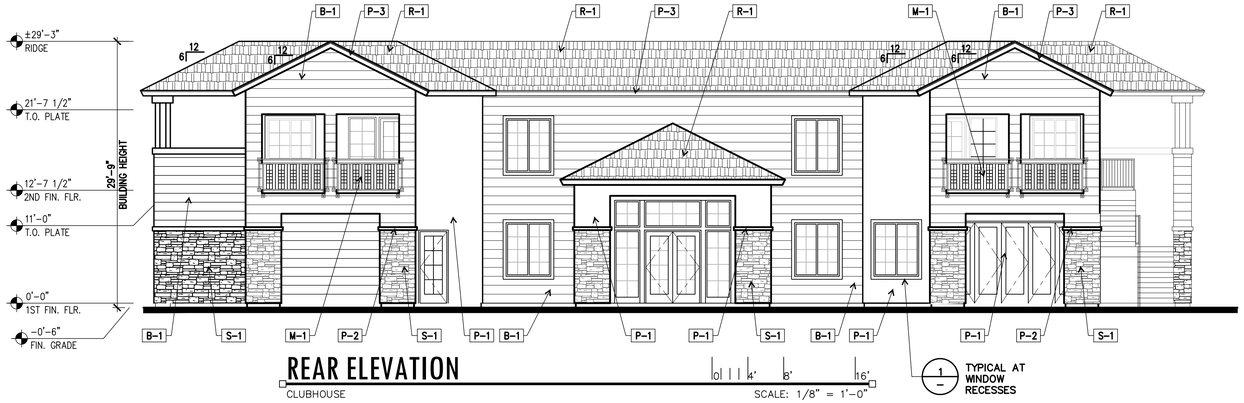
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

SCALE: 1/8" = 1'-0"



REAR ELEVATION

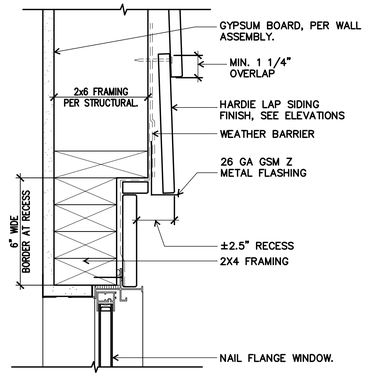
CLUBHOUSE

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

CLUB HOUSE STUCCO PERCENTAGE			
ELEVATION	TOTAL AREA (SF)	STUCCO (SF)	%
FRONT	3,328	476	14.3
REAR	3,410	380	11.1
SIDE	1,686	93	5.5
SIDE	1,686	41	2.4
TOTAL	8,424	897	11 % OF STUCCO



01 RECESSED WINDOW HEAD @ HARDY BOARD FINISH
SIMILAR AT STUCCO FINISH

SCALE: 3" = 1'-0"

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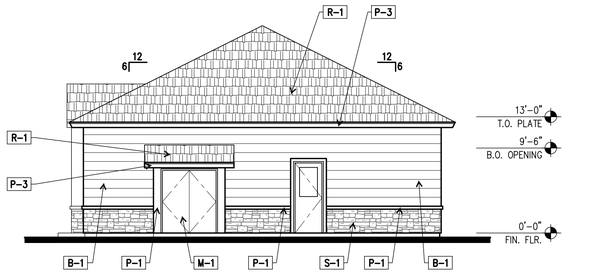
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DATE: APRIL 20, 2020 ORB # 17-227

A4.50

CLUBHOUSE ELEVATIONS

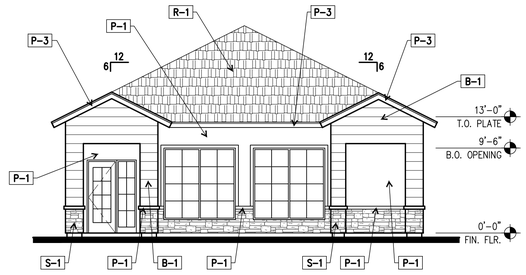
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REAR ELEVATION

FITNESS

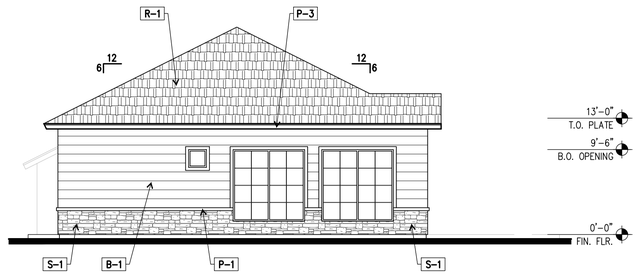
SCALE: 1/8" = 1'-0"



FRONT ELEVATION

FITNESS

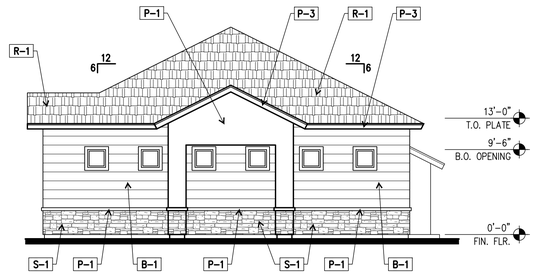
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

FITNESS

SCALE: 1/8" = 1'-0"



SIDE ELEVATION

FITNESS

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

FITNESS STUCCO PERCENTAGE			
ELEVATION	TOTAL AREA (SF)	STUCCO (SF)	%
FRONT	729	137	18.8
REAR	766	41	5.4
SIDE	851	140	16.5
SIDE	786	46	5.9
TOTAL	2,281	224	10 % OF STUCCO

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
04/20/20
Date Signed
ARIZONA, U.S.A.
Expires 3/31/2023

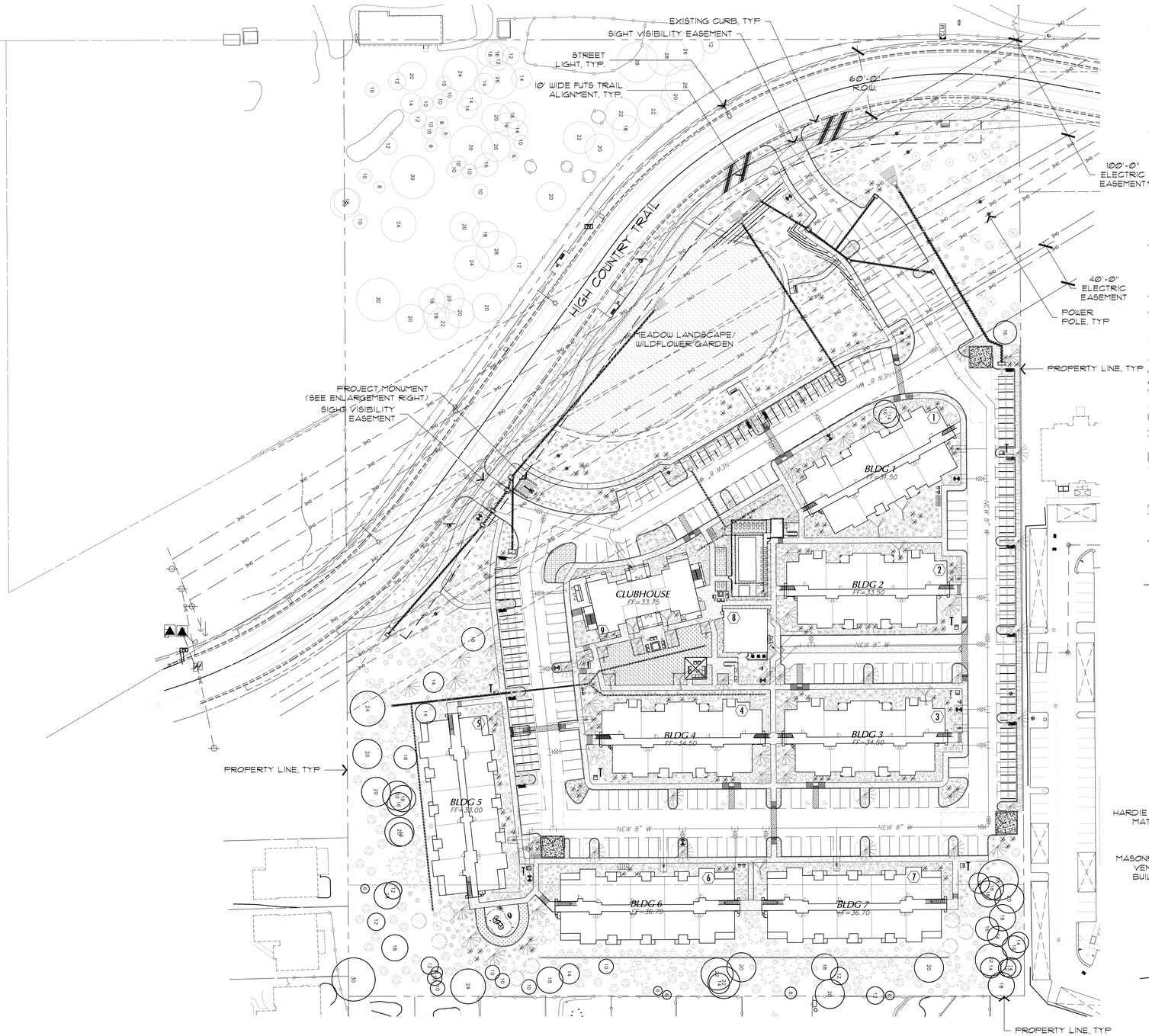
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A4.60

FITNESS BUILDING ELEVATIONS

FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A460 Fitness Elevs.dwg USER:roa DATE:Apr. 20 2020 TIME: 02:21 pm

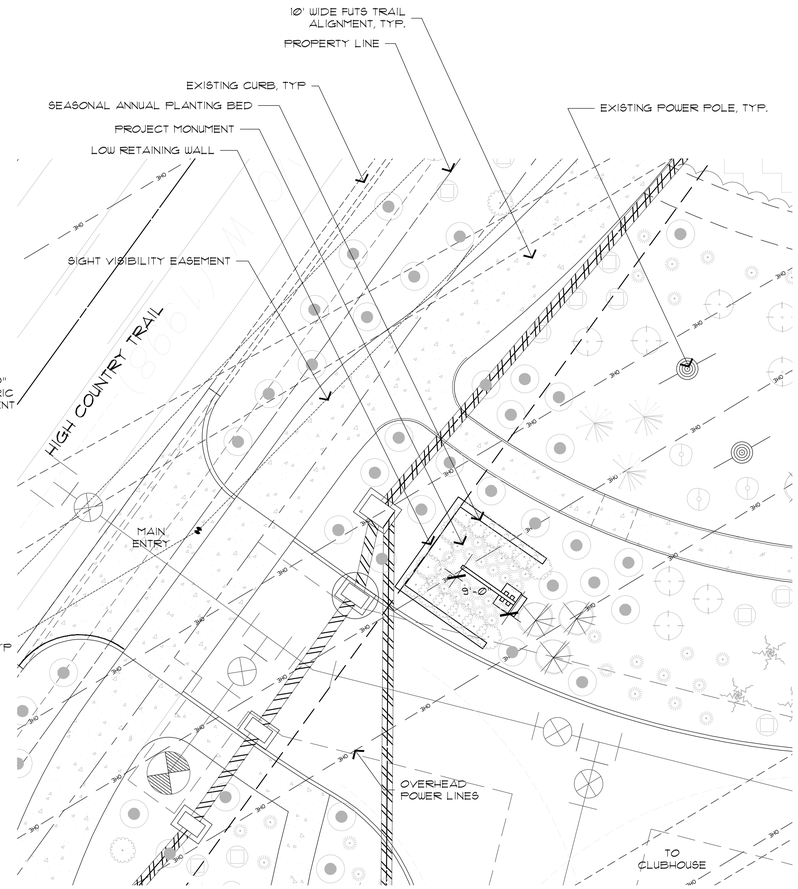


PRELIMINARY SIGNAGE PLAN

SCALE: 1"=50'-0"

0 25' 50' 100' NORTH

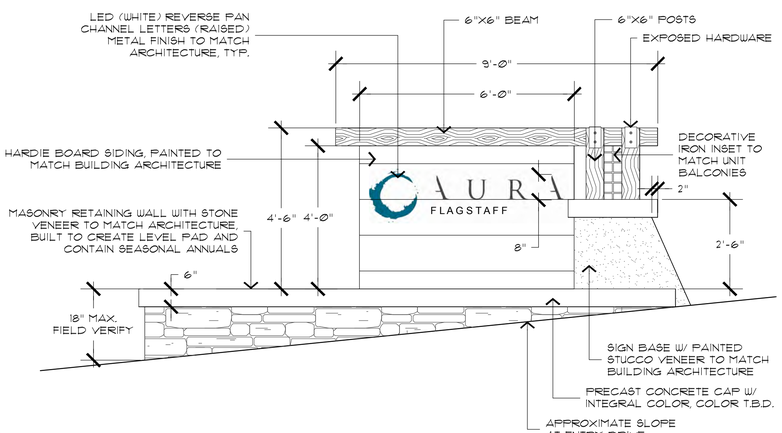
Call at least two full working days before you begin excavation. ARIZONA 811 Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100



PROJECT MONUMENT ENLARGEMENT PLAN

SCALE: 1"=10'-0"

0 5' 10' 20' NORTH



NOTE: FINAL SIGNAGE DESIGN TO BE SUBMITTED AND APPROVED UNDER SEPARATE PERMIT AND REVIEW

PRELIMINARY ELEVATION

SCALE: 1/2"=1'-0"

0 6" 1' 2' 4'

COLLABORATIVE DESIGN STUDIO

COLLABORATIVE V
DESIGN STUDIO INC.
7116 EAST 1ST AVE.,
SUITE 103
SCOTTSDALE, ARIZONA
85251
OFFICE: 480-347-0590
FAX: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO.
46497
MATTHEW PAUL DRASER
ARIZONA, U.S.A.
4.20.2020

EXPIRES 06 / 30 / 2022

LANDSCAPE IMPROVEMENTS
AURA FLAGSTAFF

151 W. High Country Trail Flagstaff, Arizona 86001

PRELIMINARY SIGNAGE PLAN

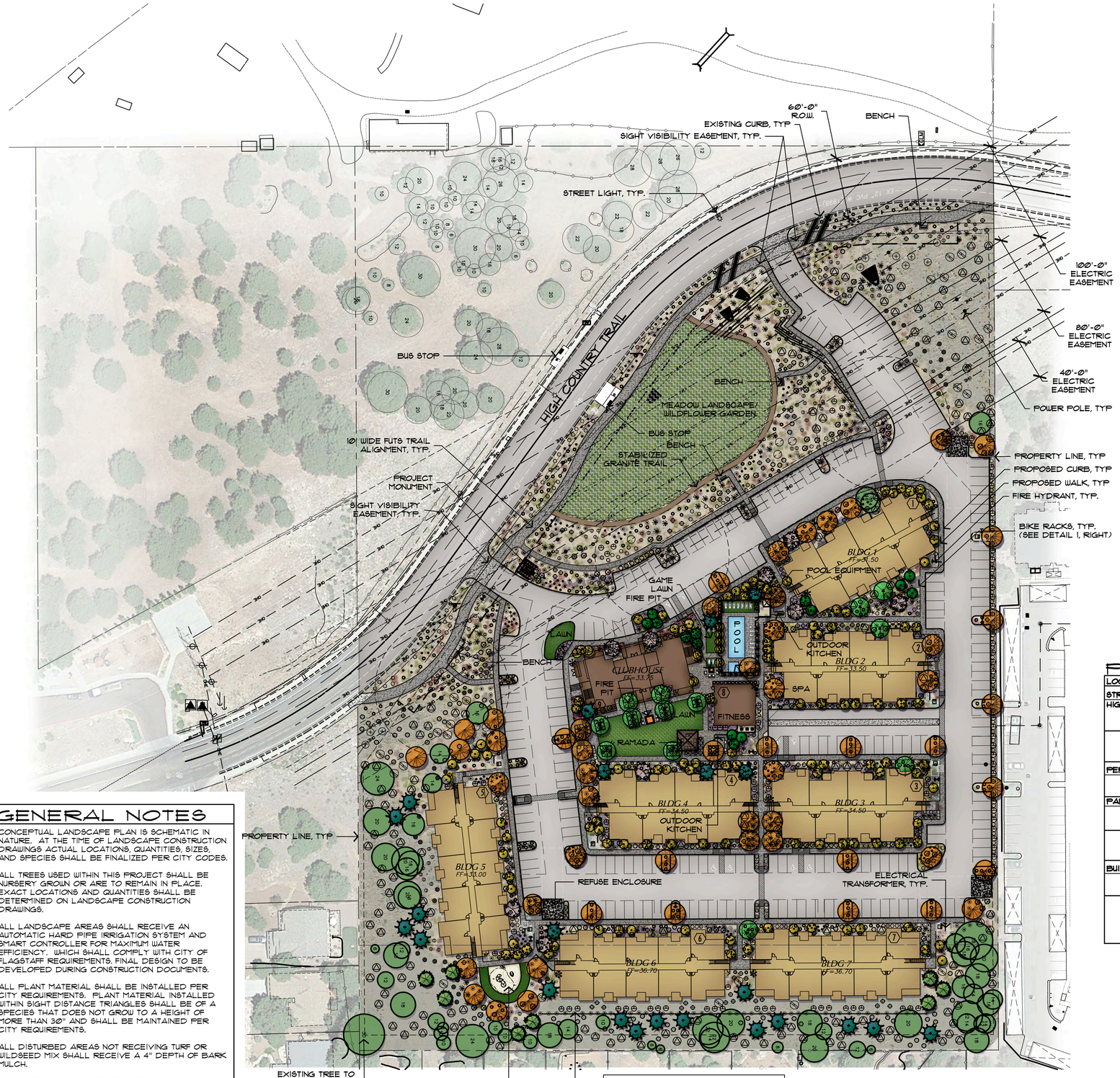
PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNED BY:	PV/SH
DRAWN BY:	SH
CHECKED BY:	PV / MD
DATE:	AUGUST 21, 2018
REVISIONS:	CITY COMMENTS JANUARY 24, 2019
	CITY COMMENTS FEBRUARY 19, 2019
	CITY COMMENTS JANUARY 7, 2020
	CITY COMMENTS APRIL 20, 2020

AURA FLAGSTAFF
SITE PLAN SUBMITTAL

SIGN-1

1 of 1



NOTE: THERE IS NO OASIS ZONE (Ø SF) PROPOSED ON THIS PROJECT

LANDSCAPE PLAN

SCALE: 1"=50'-0"

0 25' 50' 100' NORTH

Call at least two full working days before you begin excavation. ARIZONA 811 Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE FINALIZED PER CITY CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN OR ARE TO REMAIN IN PLACE. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC HARD PIPE IRRIGATION SYSTEM AND SMART CONTROLLER FOR MAXIMUM WATER EFFICIENCY, WHICH SHALL COMPLY WITH CITY OF FLAGSTAFF REQUIREMENTS. FINAL DESIGN TO BE DEVELOPED DURING CONSTRUCTION DOCUMENTS.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 30" AND SHALL BE MAINTAINED PER CITY REQUIREMENTS.
5. ALL DISTURBED AREAS NOT RECEIVING TURF OR WILDSEED MIX SHALL RECEIVE A 4" DEPTH OF BARK MULCH.
6. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
7. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	COMMENTS
	TREES (DECIDUOUS)				
	Acer glabrum	Rocky Mountain Maple	1" Cal. Min. 15 Gal. Min.	54	Standard-trunk Dense Canopy
	Malus species	Flowering Crabapple	2" Cal. Min. 24" Box Min.	9	Standard-trunk Dense Canopy
	Populus tremuloides	Quaking Aspen	1" Cal. Min. 15 Gal. Min.	120	Standard-trunk Dense Canopy
	Pyrus calleryana	Flowering Pear	2" Cal. Min. 24" Box Min.	13	Standard-trunk Dense Canopy
	TREES (EVERGREEN)				
	Pinus nigra	Austrian Pine	2" Cal. Min. 24" Box Min.	23	Standard-trunk Dense Canopy
	Pinus ponderosa	Ponderosa Pine	2" Cal. Min. 24" Box Min.	14	Standard-trunk Dense Canopy
	Pseudotsuga menziesii	Rocky Mountain Douglas Fir	2" Cal. Min. 24" Box Min.	8	Standard-trunk Dense Canopy
	Trunk Diameter at Breast Height				
	Existing Tree To Remain & Be Protected During Construction (Typ.)				
	+ SHRUBS (DECIDUOUS)				
	Artemisia ludoviciana	Prairie Sage	1 Gal.	12	As Per Plan
	Berberis species	Native Barberry	5 Gal.	42	As Per Plan
	Caragana species	Mountain Mohagany	5 Gal.	7	As Per Plan
	Potentilla fruticosa	Bush Cinquefoil	5 Gal.	66	As Per Plan
	Rhus glabra	Smooth Sumac	5 Gal.	10	As Per Plan
	Symphoricarpos albus	Snowberry	5 Gal.	24	As Per Plan
	+ SHRUBS (EVERGREEN)				
	Arctostaphylos species	Manzanita	5 Gal.	151	As Per Plan
	Berberis fremontii	Fremont Barberry	5 Gal.	143	As Per Plan
	Juniperus chinensis	Chinesee Juniper	5 Gal.	94	As Per Plan
	Juniperus horizontalis	Juniper	5 Gal.	425	As Per Plan
	Mahonia aquifolium	Oregon Grape Holly	5 Gal.	274	As Per Plan
	Pinus mugo	Mugo Pine	5 Gal.	146	As Per Plan
	Yucca baccata	Banana Yucca	5-Gal.	53	As Per Plan
	+ GROUNDCOVERS				
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	1 Gal.	374	As Per Plan
	Teucrium chamaedrys	Germander	1 Gal.	370	As Per Plan
	+ VINES				
	Hedera species	Ivy	15 Gal.	17	Trained to Fence/Wall
	+ GRASSES				
	Bouteloua gracilis	Blue Grama	1 Gal.	297	As Per Plan
	Muhlenbergia rigens	Deer Grass	1 Gal.	276	As Per Plan
	MISCELLANEOUS				

BARK MULCH - COLOR: HIGH DESERT BROWN - 4" DEPTH IN ALL SPECIFIED PLANTING AREAS (TYP.)

ARTIFICIAL TURF WITH PERMEABLE BASE WITH 4" EXTRUDED CONCRETE HEADER - 5,245 SQ. FT. (1% OF TOTAL SITE AREA)

NATIVE GRASS AND WILDFLOWER SEED MIX - 22,675 SQ. FT. (REFERENCE NATIVE GRASS & WILDFLOWER SEED MIX MATRIX)

** THERE IS NO OASIS ZONE PROPOSED ON THIS PROJECT

GRASS & WILDFLOWER MIX

LBS/AC.	BOTANICAL NAME	COMMON NAME
3	Bouteloua curtipendula	Sideoats Grama
2	Erigeron divergens	Fleabane
2	Festuca arizonica	Arizona Fescue
2	Hilaria jamesii	Galleta Grass
4	Lupinus argentus	Silvery Lupine
2	Oryzopsis hymenoides	Indian Rice Grass
4	Penstemon pinifolius	Pineleaf Penstemon

SEEDLING RATE: 19 LBS / ACRE

PLANT QUANTITY SCHEDULE

LOCATION	TREES (ON AVERAGE)	SHRUBS (ON AVG.)	GROUNDCOVER
STREET BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
HIGH COUNTRY TRAIL			
REQUIRED	35 (859 L.F./25)	70	70
PROVIDED	38	415	98
* NOTE:	DUE TO CONFLICTS WITH EXISTING OVERHEAD POWER EASEMENT AND SIGHT VISIBILITY EASEMENTS REQUIRED TREES COUNTED HEREIN HAVE BEEN DISPERSED THROUGHOUT THE SITE		
PERIPHERAL BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	69 (1,708 L.F./25)	137	137
PROVIDED	94 (86 Protected + 8 Proposed)	243	144 (98 1 Gal. + (23 5 Gal x2)
PARKING AREA	2 PER 8 SPACES	2 PER TREE	2 PER TREE
REQUIRED	61 ((241 SURFACE SPACES/8)X2)	122	122
PROVIDED	66	246	164
** NOTE:	DUE TO CONFLICTS WITH PARKING SPACES LOCATED UNDER EXISTING OVERHEAD POWER EASEMENT, A PORTION OF THE REQUIRED TREES COUNTED HEREIN HAVE BEEN DISPERSED THROUGHOUT THE SITE		
BUILDING FOUNDATION	1 PER 25 L.F.	2 PER TREE	2 PER TREE
REQUIRED	160 (3,987 L.F./25)	319	319
PROVIDED	172 (43 Protected + 129 Proposed)	527	384
*** NOTE:	PROTECTED TOTALS ARE BASED ON CREDITS GAINED BY CALCULATING THE TRUNK DIAMETER AT BREAST HEIGHT OF PROTECTED TREES SOUTH OF HIGH COUNTRY TRAIL (129), NOT TOTAL NUMBER OF TREES PROTECTED (60) ACCORDING TO FLAGSTAFF ZONING CODE DIVISION 10-50.60 LANDSCAPE STANDARDS (TABLE 10-50.60.050.A		

PROJECT DATA

PROJECT OWNER:
AUZA FLAGSTAFF LLC
3378 SOUTH 16TH AVE.
YUMA, AZ 85365
CONTACT: SHIRLEY AUZA
SHIRLEY.AUZA@AOL.COM

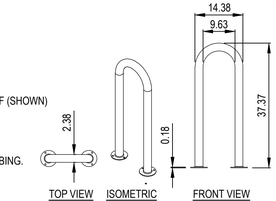
PROJECT DEVELOPER:
TRINSIC RESIDENTIAL GROUP
2944 M. 44TH STREET #160
PHOENIX, AZ 85018
CONTACT: TODD GOSSELINK
TGOSSELINK@TRINSICRES.COM

LOT AREA: 11.01 AC
CURRENT ZONING: E.R.
PROPOSED ZONING: M.R.

ANOVA

☑ SELECT DESIRED MODEL
☑ 3 BICYCLE METRO BIKE RACK LBR3PSURF (SHOWN)
☑ BRONZE

FINISH: FUSIONGUARD® POWDER COAT
MATERIAL: 2.38" OD x 10-GAUGE WALL STEEL TUBING.
UNIT WEIGHT: 25 lbs
MOUNTING OPTIONS: SURFACE MOUNT.
ASSEMBLY REQUIRED
5 YEAR SATISFACTION GUARANTEE INCLUDING COVERAGE FOR FADING, RUSTING, CHIPPING AND CRACKING



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 928-106.

1 3 BICYCLE METRO BIKE RACK WITH POWDER COAT FINISH AND SURFACE MOUNT — MODEL: LBR3PSURF

COLLABORATIVE DESIGN STUDIO

COLLABORATIVE V
DESIGN STUDIO INC.
7116 EAST 1ST AVE.,
SUITE 103
SCOTTSDALE, ARIZONA
85251
OFFICE: 480-347-0590
FAX: 480-656-6012

Registered Landscape Architect CERTIFICATE NO. 46497 MATTHEW PAUL DRAKER ARIZONA, U.S.A. EXPIRES 06 / 30 / 2022

EXPIRES 06 / 30 / 2022

LANDSCAPE IMPROVEMENTS
AURA FLAGSTAFF
151 W. High Country Trail Flagstaff, Arizona 86001

PRELIMINARY NOT FOR CONSTRUCTION

DESIGNED BY: PV/SH
DRAWN BY: SH
CHECKED BY: PV / MD
DATE: AUGUST 21, 2018
REVISIONS: CITY COMMENTS JANUARY 24, 2019; CITY COMMENTS FEBRUARY 19, 2019; CITY COMMENTS JANUARY 7, 2020; CITY COMMENTS APRIL 20, 2020

AURA FLAGSTAFF
SITE PLAN SUBMITTAL

LANDSCAPE PLAN

L1.10

1 of 1

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Alaxandra Pucciarelli, Interim Planning Director
Date:	06/17/2019
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-12: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of a Development Agreement between Auza Flagstaff, LLC and Trinsic Acquisition Company, LLC, and the City of Flagstaff related to the development of approximately 11 acres of real property generally located at 151 West High Country Trail, APNs 112-05-001W and 112-05-011 in Flagstaff, Arizona and establishing an effective date. **(Aura Flagstaff Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-12 by title only
2) City Clerk reads Resolution No. 2021-12 by title only (if approved above)
3) Adopt Resolution No. 2021-12

Executive Summary:

State law allows the City to enter into development agreements by resolution of the City Council. The Aura Flagstaff Development Agreement will be between Auza Flagstaff, LLC (the "Owner") and Trinsic Acquisition Company, LLC (the "Developer"), and the City of Flagstaff. The proposed agreement sets out roles and responsibilities in regard to the construction and maintenance of the FUTS, Affordable Housing, construction of four on-site pickleball courts, and a resource protection easement for the portion of the property north of High Country Trail, among other items.

Financial Impact:

No financial impacts are anticipated with this development agreement.

Policy Impact:

There are no policy impacts affiliated with this development agreement.

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

Priority Based Budget Key Community Priorities and Objectives
Safe & Healthy Community

- Support social services, community partners, and housing opportunities

Sustainable, Innovative Infrastructure

- Facilitate and develop carbon-neutral energy opportunities

Robust Resilient Economy

- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
- Provide amenities and activities that support a healthy lifestyle
- Actively support attainable and affordable housing through City projects and opportunities with developers

Regional Plan
A complete analysis of the Regional Plan goals and policies can be found in the Planning & Zoning Commission Direct to Ordinance Zoning Map Amendment staff report dated April 9, 2019.

Has There Been Previous Council Decision on This:

There has not been previous Council decision on this item.

Options and Alternatives:

1. Approve the Aura Flagstaff Development Agreement as presented.
2. Approve the Aura Flagstaff Development Agreement with additional, modified, or deleted terms.
3. Remand the Aura Flagstaff Development Agreement back to staff for additional negotiations with Auza Flagstaff, LLC, and Trinsic Acquisition Company, LLC.
4. Deny the Aura Flagstaff Development Agreement.

Background/History:

Auza Flagstaff, LLC, and Trinsic Acquisition Company, LLC. are requesting a zoning map amendment to rezone 11 acres of property generally located at 151 West High Country Trail from Estate Residential (ER) to Medium Density Residential (MR). This would allow the development of a 160 unit multifamily residential development. The Development Agreement helps to ensure that the development of the property complies with City Standards for development and engineering improvements, Regional Plan goals and policies, and City Council goals.

Key Considerations:

A draft development agreement, attached to this report, has been prepared. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Require the property to be maintained as a single parcel
- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Resource Protection easement for the portion of the parcel north of High Country Trail
- Sustainability density bonus requirements
- Inclusion of four Pickleball Courts on-site for public use
- Installation of one dual-port electric vehicle charging station
- Commitment to provide recycling collection services
- Bicycle Storage and Amenities
- Limit Lease terms: No less than thirty (30) days

Staff is requiring an easement over the portion of the property located north of High Country Trail to ensure that the required tree resources located on the property are not removed and to prohibit further development, as any additional development rights/density have been utilized on the southern portion of the parcel.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning Staff Report, dated November 24, 2020, and attached to the Zoning Map Amendment staff summary.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, a notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regard to this case on March 23, 2020, and July 1, 2020. Both meetings were held virtually due to the pandemic. Per the meeting sign-in, approximately thirty-five (35) individuals attended both meetings. Citizen Participation summaries were prepared in response to the questions, comments and concerns presented and are attached to the Zoning Map Amendment staff report. The meetings included a presentation from the developer and a question-and-answer session where questions could be typed into the chat. Comments on the project included the following topics: the area north of the road, open space requirements, traffic impacts, stormwater, views, and tree resources.
Two emails from the public have been received as of the initial writing of the Zoning Map Amendment staff report. The emails are from neighbors opposed to the development. Staff also received a letter from the president of the Ponderosa Trails HOA informing staff that a poll of the property owners was conducted and resulted in 88% of respondents opposing the rezoning, 11% in favor, and 1.5% did not have an opinion either way. Copies of the correspondence are attached to the Zoning Map Amendment staff report.

Additional emails have been forwarded by staff or sent directly to the Mayor and Councilmembers.

Attachments:

Res. 2021-12
Development Agreement
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Staff Presentation

RESOLUTION NO. 2021-12

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN AUZA FLAGSTAFF, LLC AND TRINSIC ACQUISITION COMPANY, LLC, AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 11 ACRES OF REAL PROPERTY GENERALLY LOCATED WEST OF THE INTERSECTION OF LAKE MARY ROAD AND HIGH COUNTRY TRAIL IN FLAGSTAFF, ARIZONA AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Auza Flagstaff, LLC (the "Owner") and Trinsic Acquisition Company, LLC (the "Developer") have submitted a Direct to Ordinance Zoning Map Amendment for a development consisting of a 160-unit multi-family residential community and the existing single family residence; and

WHEREAS, Owner and Developer and the City of Flagstaff ("City") wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Owner, Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement will be consistent with the Flagstaff Regional Plan 2030, and Owner, Developer and the City acknowledge that the Development Agreement will operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. The City of Flagstaff is hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby

authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. The City Clerk is hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution 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 6th day of July, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Development Agreement

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 2021, by and between the CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation (the "**City**"), and AUZA FLAGSTAFF, LLC (the **"Owner"**) AND TRINSIC ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "**Developer"**). The City and the Developer are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. AUZA FLAGSTAFF, LLC (the "Owner") owns that certain real property located west of the intersection of Lake Mary Road and High Country Trail in Flagstaff, Arizona, which consists of approximately 11 acres and is more particularly described on **Exhibit A** (the "**Property**").

B. It is the desire and current intention of the Developer to develop a 160-unit multi-family residential community on the south side of the Property (the "**Project**").

C. It is the desire and current intention of the Owner that upon approval by City Council of the rezoning of the Property as described in **Section 2** below, the Developer will acquire the Property, on which the 160-unit multi-family residential community will be constructed. The Developer is under contract with the Owner to purchase the Property upon which the Project will be constructed and is authorized to make the commitments described herein.

D. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

E. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, designating thirty-two (32) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the site plan for the Project approved by the City on August 10, 2020 (the "**Site Plan**"), and incorporated by reference in this Agreement, a representative sheet from which is attached as **Exhibit B**.

F. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and the Developer believes that the development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Recitals.** The recitals above, A through F, are incorporated into this Agreement.

2. **Implementation of the Rezoning.** The Developer has submitted an application for a direct to ordinance zoning map amendment to rezone the Property from Estate Residential (ER) to Medium Density Residential (MR) in accordance with the Site Plan. The Developer acknowledges that the City Council has absolute discretion to approve or disapprove the proposed zoning. The Parties acknowledge that certain conditions (the "Rezoning Conditions") will be approved separately in connection with the rezoning. In the event a conflict exists between the language set forth in one or more of the Rezoning Conditions and the terms of this Agreement, the Rezoning Conditions shall govern.

3. **Division and Combination of Parcels.** Following the zoning map amendment approval, the Developer will acquire the Property and file a lot combination with the City to combine the parcels that are subject to the zoning map amendment into one parcel. The final configuration of the parcels within the Property is shown in **Exhibit C**. The Property must be maintained as a single parcel as depicted in Exhibit C; this parcel cannot be split for the life of the Project. This paragraph survives the termination of this Agreement.

4. **Development Standards.** Unless otherwise modified by this Agreement, the development of the Property shall be governed by the City's ordinances, rules, guidelines, and policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement as well as any Rezoning Conditions and requirements set forth in this Agreement; provided, however, that Developer shall obtain certificate of occupancy for the multi-family housing development described in **Section 5** below within five (5) years following the effective date of this Agreement. The Developer's failure to obtain certificate of occupancy for the entirety of the multi-family housing development within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential (MR) zoning on the Property to its former zoning classification of Estate Residential (ER), in accordance with Arizona Revised Statutes § 9-462.01. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4.1 Unit Count: The Project shall be limited to a maximum of 160 dwelling units.

5. **Project Description.** The Project contemplated by this Agreement shall consist of a multi-family housing development consisting of one-hundred sixty (160) rental units on the 9-acre southern portion of the Property as set forth in the Site Plan incorporated above and depicted in part in **Exhibit B**, which includes one hundred and twelve (112) one-bedroom units and forty-eight (48) two-bedroom units. Thirty-two (32) rental units will be permanently affordable and subject to the Affordability Plan, which is described in **Section 10** below. The Developer may request subsequent amendments to the Site Plan in accordance with the Flagstaff Zoning Code. Notwithstanding the forgoing, the unit mix may be modified no more than ten percent (10%) without City Council approval.

5.1 Pickleball Court: The Developer agrees to construct four (4) 20' x 44' concrete pads for public recreational use within the Project's public open space area adjacent to High Country Trail.

5.2 Electric Vehicle Charging: The Developer shall install one (1) dual port electric vehicle charging station and pre-wire the necessary conduit and junction boxes for two (2) additional dual port electric vehicle charging stations prior to obtaining a Certificate of Occupancy for the Project from the City of Flagstaff

5.3 Recycling: The Developer agrees to provide recycling collection services at all solid waste enclosures within the Project.

5.4 Bicycle Storage and Amenities: The Developer agrees to provide a minimum of three (3) indoor bicycle storage spaces within the Project clubhouse building and a bike repair station with tools and vending for typical bike repair components. Additionally, Developer agrees to provide covered bicycle parking for five (5) of the outdoor bicycle parking spaces within the Project.

5.5 Lease Terms: No lease or rental agreement shall be for a period of less than thirty (30) days.

6. **Standards.** All public works facilities and infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards.

7. **Construction of Public and Private Improvements.**

7.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed, with the exception of the FUTS trail extension on the Property as described below in **Section 8.1**.

7.2 The Developer shall meet all City of Flagstaff storm water, pre vs. post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and site plan, and as shown on the approved civil construction plan.

7.3 Per the Aura Flagstaff Public Water & Sewer Impact Analysis prepared by the City of Flagstaff dated June 1, 2018, no off-site infrastructure improvements are required other than to serve the Project.

7.4 Developer shall extend the FUTS trail in accordance with all applicable City standards for trail width, paving, drainage, lighting, landscaping, and all other necessary requirements, through a portion of the Property, as generally depicted on the Site Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer shall be responsible for all maintenance and snow removal operations of the portion of the FUTS trail extension on the Property.

7.5 Per the Traffic Impact Statement ("TIS") for the Project prepared by CivTech, Inc. dated February 3, 2020, and submitted to the City of Flagstaff, traffic from the completed Project will have a minimal effect on existing conditions in the surrounding area and no mitigation measures are warranted or recommended. The Developer will work with the City to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines.

8. **Dedication of Public Easements.** Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

8.1 As part of the development of the Property and to facilitate the expansion of FUTS, the Developer agrees to dedicate a twenty (20) foot wide FUTS easement (the "Easement") to the City and to construct the trail system in the configurations and dimensions depicted in the Site Plan as part of the public improvements. The Developer shall dedicate the FUTS easement to the City concurrently with the approval of the civil plan set for the Project. The Developer agrees that the construction of the trail system will coincide with the development of the Property.

8.2 In order to preserve the required forest resources, including those described below in **Section 13**, the Developer agrees to dedicate a resource protection easement for the approximate 1.93 acres of the Property on the north side of High Country Trail as identified in the Post Development Resources plan attached as **Exhibit D**.

9. **Resource Protection.** The Parties acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Property. The Developer

understands that it shall maintain twenty-five percent (25%) of the existing forest resources in their natural state. See **Section 13.3** below regarding the reduction in required forest resource preservation on the Property from fifty percent (50%) to twenty-five percent (25%).

10. **Affordable Housing.** Developer agrees to provide an affordable housing contribution of twenty (20) percent of the one-hundred and sixty (160) units proposed, for a total of thirty-two (32) affordable housing units. Developer shall provide for the long-term management of these units for households earning up to eighty percent (80%) of the Area Median Income (AMI) for twenty (20) of the affordable units, and households earning up to seventy percent (70%) of AMI for twelve (12) of the affordable units, as defined by the US Department of Housing and Urban Development (HUD), or its successors, for sixty (60) years after the units are placed into service. Developer will comply with the affordable housing requirements set forth in the Affordability Plan attached as **Exhibit E**, attached hereto and incorporated by reference. The Affordability Plan may be modified only with the express written consent of the City of Flagstaff Housing Director.

Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

The provisions of **Section 10** shall survive the termination of this Agreement.

11. **Sustainable Building Program Density Bonus.** In order to meet the applicable density bonus criteria in Zoning Code Section 10-30.70.030, the Developer commits to meeting the HERS 50 standard for all units, which entitles the developer to 25 bonus units. However, in the event that the City of Flagstaff adopts an equivalent density bonus for an alternative sustainability program, Developer shall meet the requirements of the alternative equivalent sustainability program instead of meeting the HERS 50 standard. The contemplated alternative sustainability program shall include the following requirements as approved or modified by Flagstaff City Council:

- All-electric buildings within the project and no gas infrastructure to any residential building with exception only upon approval of the Sustainability Director for good cause shown; and
- Achievement of green building standard, 2020 National Green Building Standard (NGBS) (ICC-700) Bronze level; and
- Whole building energy simulation showing minimum 15% improvement over current energy code.

Accordingly, the development will meet the minimum sustainable building standards outlined in Section 10.30.70.040 of the Zoning Code:

11.1 Water Resource Protection: The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050(C), Oasis Allowance, and Section 10-50.60.060, Hydrozones.

11.2 Transportation/Air Quality: The development site is located within at least one-quarter mile of a bus stop; and, the development is located within at least one-quarter mile of a FUTS trail or connected to it; and, residential electrical systems are designed for electric vehicle charging.

11.3 Waste Reduction During Construction: A plan for the recycling or reuse of all paper, cardboard, plastics, and metals; and, a plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill.

11.4 Energy Efficiency: If the Developer applies the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, the Developer shall obtain independent third-party verification that the minimum HERS rating has been achieved to the satisfaction of the Director and the Building Official before the density bonus is applied.

12. **Crime Free Multi-Housing Program.** Following completion of construction of the Project, the Developer shall work with the City of Flagstaff to join and participate in the City of Flagstaff Crime Free Multi-Housing Program.

13. **Incentives.** In recognition of the Developer's agreement to set aside twenty (20) units for affordable rental housing purposes serving up to 80% Area Median Income and utilize the City's sustainable building bonus, the City has approved the following incentives for the Project:

13.1 A density bonus of forty-five (45) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

13.2 A density bonus of twenty-five (25) units has been applied in accordance with Zoning Code Section 10-30.70.030.

13.3 A fifty percent (50%) reduction in the forest resource protection requirement per Zoning Code Table 10-30.20.040.B.

13.4 A reduction of sixteen (16) required parking spaces per Zoning Code Table 10-50.80.040.A.

14. **Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City: To Developer/Owner:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

Todd Gosselink
Trinsic Acquisition Company
4040 E. Camelback Road Suite 222
Phoenix, AZ 85018

Copy To:

City Attorney
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

15. **Default and Remedies.**

15.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

15.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

15.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 15.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

15.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such

default within the time period described in Section 15.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

15.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

15.6 Liability and Indemnification. Developer shall indemnify, protect, defend, and hold harmless the City, its Council members, officers, employees, and agents for, from, and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

16. General Provisions.

16.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona, within ten (10) days following its execution.

16.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

16.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property and only by a written instrument recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. Any such transfer or assignment shall not be valid as to the City until written notice has been sent to the City in accordance with **Section 14** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

16.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

16.5 Authority. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

16.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

16.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

16.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against any Party to it or against the Party who prepared the last draft.

16.9 Counterparts. This Agreement may be executed by the Parties in two (2) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

16.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

16.11 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for a term of sixty (60) years from the date the affordable units are placed into service.

16.12 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided in **Section 16.1**. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The parties acknowledge and agree that this Agreement is to be read and interpreted with the ordinance approving the zoning map amendment.

16.13 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

16.14 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal, or change of venue to any other court. This **Section 16.15** shall survive termination of this Agreement.

16.16 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

16.17 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by the City and the Developer.

16.18 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the Developer to construct the Project.

16.19 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

16.20 Proposition 207 Waiver. Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection

with the application of the City's existing land use laws and including Ordinance Number 2020-21 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2021-06, upon the Property.

16.22 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona, no later than ten (10) days from the date of its execution.

16.23 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

16.24 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

16.25 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

16.26 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant, or condition of this Agreement.

[Signatures on Following Pages]

DEVELOPER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of _____, a(n) _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

OWNER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of _____, a(n) _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

CITY

CITY OF FLAGSTAFF, an Arizona municipal corporation

By: _____
_____, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
County of_____)

The foregoing instrument was acknowledged before me this __ day of_____, 2021, by_____, the Mayor of the City of Flagstaff, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

ASSESSOR PARCEL NUMBER
112-05-011
LEGAL DESCRIPTION
INSTRUMENT 3654325
9.5592 ACRES

Official Records of Coconino County 3654325
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING THE LEGAL DESCRIPTION AND TO REFLECT CORRECT DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-011.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649146
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-011.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 458 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Notary Public

J:\M-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1451_Deed- 112-05-011 to LLC.WPD

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

J:\TM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1451_Deed- 112-05-011 to LLC WPD

EXHIBIT "A"

The following described real property situated in Coconino County, Arizona:

The North 774.45 feet of the East 618.74 feet of Section 32, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Less: 1.45 AC 1623/406.

ASSESSOR PARCEL NUMBER
112-05-001W
LEGAL DESCRIPTION
PARCEL 1 OF
INSTRUMENT 3654328
1.4511 ACRES

Official Records of Coconino County 3654328
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
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2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V. Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649144
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

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Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 461 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza
Martin Auza, Trustee

Shirley Auza
Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

EXHIBIT "A"

Parcel 1:

A parcel of ground lying in the Northeast quarter of Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing at a 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32;

thence South 00° 20' 29" East (Basis of Bearings), a distance of 774.90 feet (Record 774.45 feet) to a found and accepted ½ inch rebar at the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap at the East quarter corner of Section 32 lies South 00° 18' 01" East, a distance of 1872.63 feet;

thence South 00° 18' 01" East, a distance of 102.10 feet to a set 5/8 inch rebar with plastic cap stamped "SEC RLS 13015";

thence South 89° 57' 11" West, a distance of 619.43 feet to a set 5/8 inch rebar with a plastic cap stamped "SEC RLS 13015';

thence North 00° 17' 28" West, a distance of 102.10 feet to a found and accepted ½ inch rebar;

thence North 89° 57' 12" East, a distance of 619.42 feet (Record 618.74 feet) to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of ground lying in Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a found 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32, and the Northwest corner of Section 33, from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner of Section 33 bears North 89° 44' 00" East (Record per B.L.M., plat and Basis of Bearings for this description);

thence along the North line of Section 32, South 89° 56' 58" West, a distance of 618.74 feet to the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner section of Section 32, bears South 89° 56' 58" West, a distance of 2024.11 feet and also from which a found ½ inch rebar bears South 01° 29' 55" East, a distance 5.88 feet;

thence leaving said North line South 00° 17' 28" East, a distance of 338.00 feet from which, a found ½ inch rebar bears South 00° 17' 28" East, a distance of 436.86 feet;

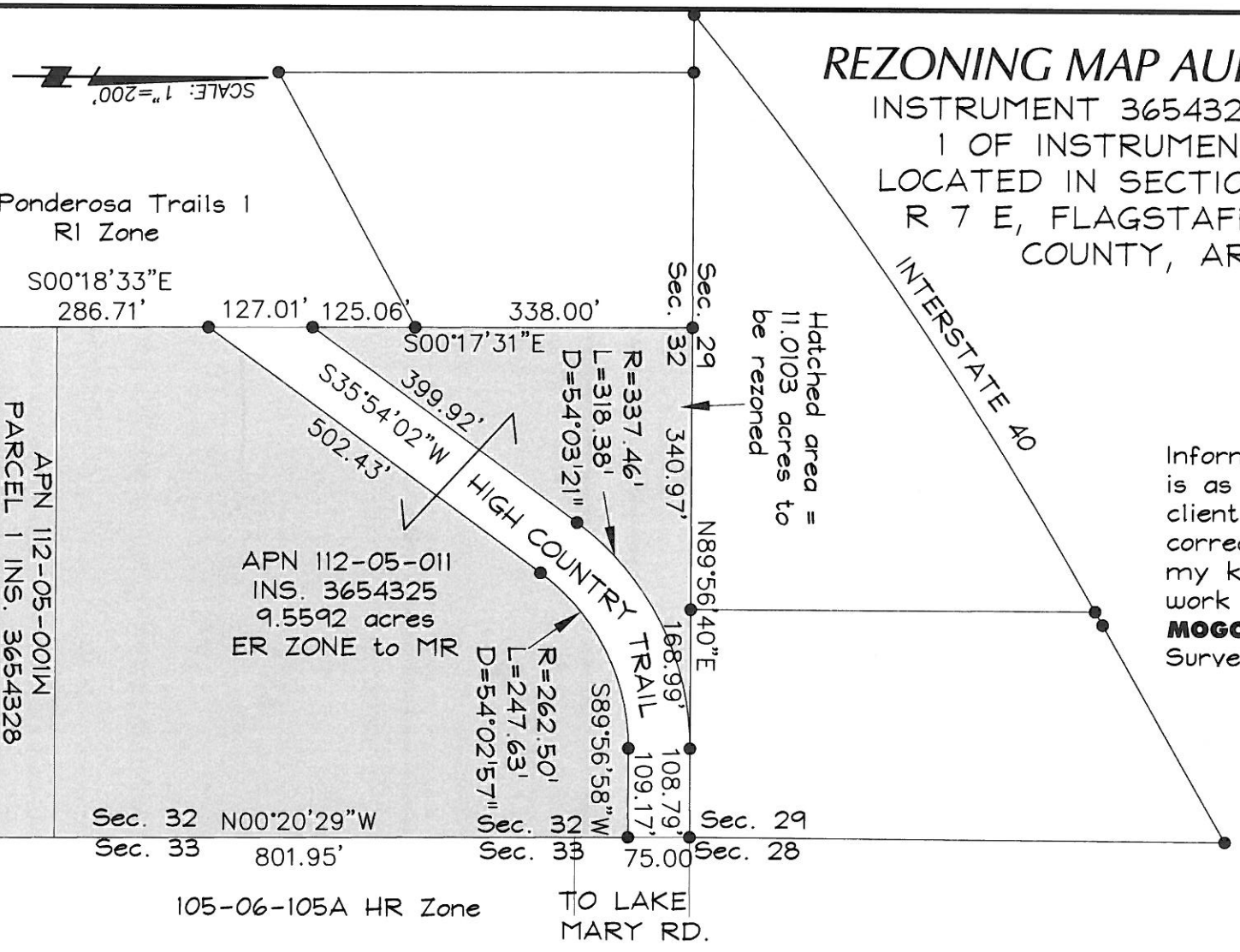
thence South 61°18' 42" West, a distance of 351.78 feet;

thence north 00° 17' 28" West, a distance of 506.60 feet to the North line of Section 32;

thence along said North line, North 89° 56' 58" East, a distance of 309.45 feet to the TRUE POINT OF BEGINNING.

REZONING MAP AURA FLAGSTAFF

INSTRUMENT 3654325 and PARCEL 1 OF INSTRUMENT 3654328, LOCATED IN SECTION 32, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

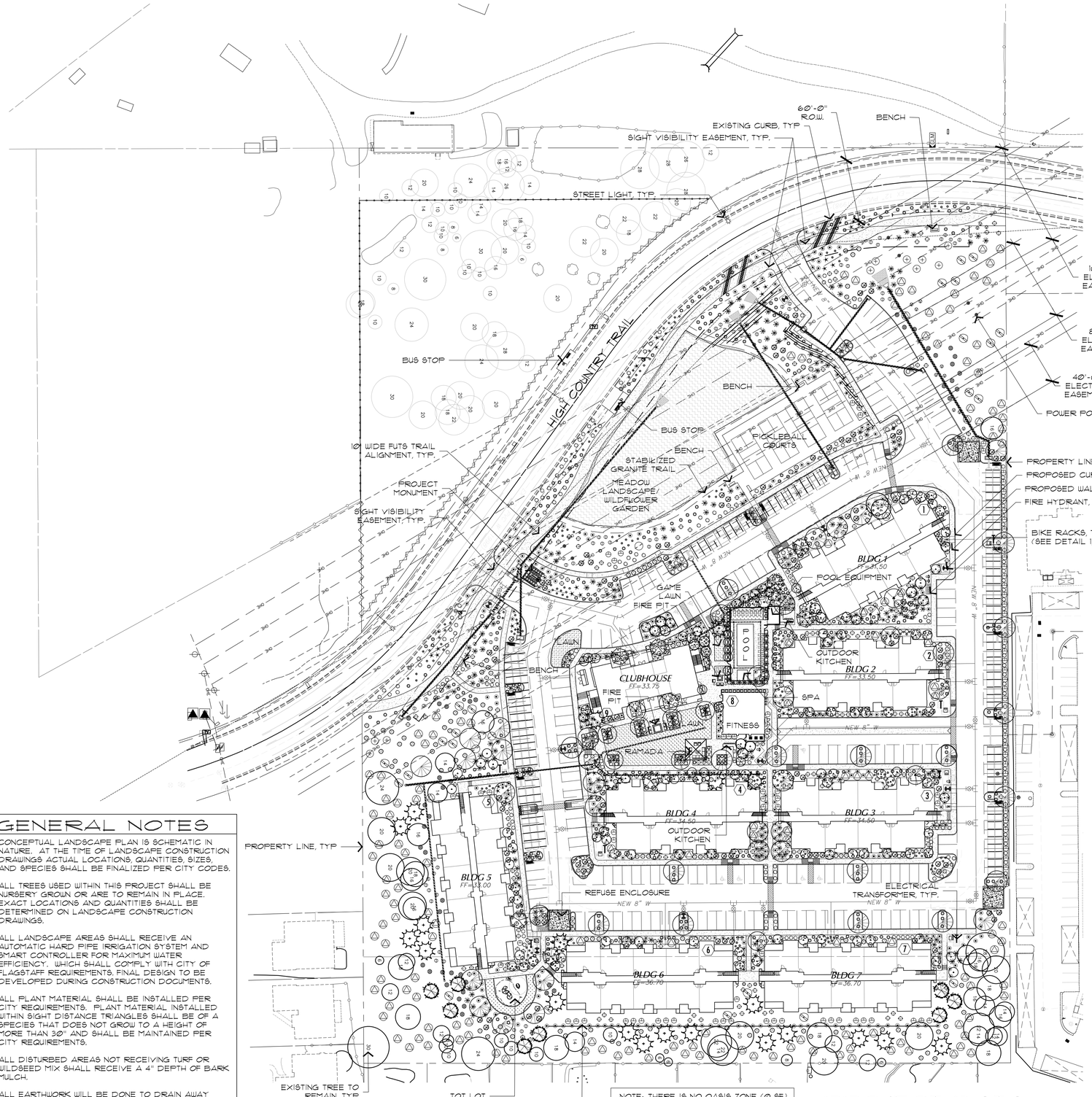
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 1/30/20
ARIZONA U.S.A.

Expires on 3/31/__

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 1/30/20

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B
REZONING MAP
AURA FLAGSTAFF



LANDSCAPE PLAN

SCALE: 1"=50'-0"

Call at least two full working days before you dig
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE FINALIZED PER CITY CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN OR ARE TO REMAIN IN PLACE. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC HARD PIPE IRRIGATION SYSTEM AND SMART CONTROLLER FOR MAXIMUM WATER EFFICIENCY. WHICH SHALL COMPLY WITH CITY OF FLAGSTAFF REQUIREMENTS. FINAL DESIGN TO BE DEVELOPED DURING CONSTRUCTION DOCUMENTS.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 30" AND SHALL BE MAINTAINED PER CITY REQUIREMENTS.
5. ALL DISTURBED AREAS NOT RECEIVING TURF OR WILDSEED MIX SHALL RECEIVE A 4" DEPTH OF BARK MULCH.
6. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
7. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.

PROJECT DATA

PROJECT OWNER:
AUZA FLAGSTAFF LLC
3378 SOUTH 16TH AVE.
YUMA, AZ 85365
CONTACT: SHIRLEY AUZA
SHIRLEY.AUZA@AOL.COM

PROJECT DEVELOPER:
TRINISIC RESIDENTIAL GROUP
2944 M. 44TH STREET #60
PHOENIX, AZ 85018
CONTACT: TODD GOSSELINK
TGOSSELINK@TRINSICRES.COM

LOT AREA: 11.01 AC
CURRENT ZONING: E.R.
PROPOSED ZONING: M.R.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	COMMENTS
	TREES (DECIDUOUS)				
	Acer glabrum	Rocky Mountain Maple	1" Cal. Min. 15 Gal. Min.	54	Standard-trunk Dense Canopy
	Malus species	Flowering Crabapple	2" Cal. Min. 24" Box Min.	9	Standard-trunk Dense Canopy
	Populus tremuloides	Quaking Aspen	1" Cal. Min. 15 Gal. Min.	120	Standard-trunk Dense Canopy
	Pyrus calleryana	Flowering Pear	2" Cal. Min. 24" Box Min.	13	Standard-trunk Dense Canopy
	TREES (EVERGREEN)				
	Pinus nigra	Austrian Pine	2" Cal. Min. 24" Box Min.	23	Standard-trunk Dense Canopy
	Pinus ponderosa	Ponderosa Pine	2" Cal. Min. 24" Box Min.	14	Standard-trunk Dense Canopy
	Pseudotsuga menziesii	Rocky Mountain Douglas Fir	2" Cal. Min. 24" Box Min.	8	Standard-trunk Dense Canopy
	Trunk Diameter at Breast Height. Existing Tree To Remain & Be Protected During Construction (Typ.)				
	+ SHRUBS (DECIDUOUS)				
	Artemisia ludoviciana	Prairie Sage	1 Gal.	11	As Per Plan
	Berberis species	Native Barberry	5 Gal.	42	As Per Plan
	Caragana species	Mountain Mohagany	5 Gal.	4	As Per Plan
	Potentilla fruticosa	Bush Cinquefoil	5 Gal.	64	As Per Plan
	Rhus glabra	Smooth Sumac	5 Gal.	10	As Per Plan
	Symphoricarpos albus	Snowberry	5 Gal.	24	As Per Plan
	+ SHRUBS (EVERGREEN)				
	Arctostaphylos species	Manzanita	5 Gal.	148	As Per Plan
	Berberis fremontii	Fremont Barberry	5 Gal.	140	As Per Plan
	Juniperus chinensis	Chinease Juniper	5 Gal.	94	As Per Plan
	Juniperus horizontalis	Juniper	5 Gal.	422	As Per Plan
	Mahonia aquifolium	Oregon Grape Holly	5 Gal.	266	As Per Plan
	Pinus mugo	Mugo Pine	5 Gal.	144	As Per Plan
	Yucca baccata	Banana Yucca	5-Gal.	53	As Per Plan
	+ GROUNDCOVERS				
	Lonicera japonica 'Halliana'	Hall's Honeysuckle	1 Gal.	369	As Per Plan
	Teucrium chamaedrys	Germander	1 Gal.	374	As Per Plan
	+ VINES				
	Hedera species	Ivy	15 Gal.	17	Trained to Fence/Wall
	+ GRASSES				
	Bouteloua gracilis	Blue Grama	1 Gal.	281	As Per Plan
	Muhlenbergia rigens	Deer Grass	1 Gal.	269	As Per Plan
	MISCELLANEOUS				

BARK MULCH - COLOR: HIGH DESERT BROWN - 4" DEPTH IN ALL SPECIFIED PLANTING AREAS (TYP.)

ARTIFICIAL TURF WITH PERMEABLE BASE WITH 4" EXTRUDED CONCRETE HEADER - 5,245 SQ. FT. (1% OF TOTAL SITE AREA)

NATIVE GRASS AND WILDFLOWER SEED MIX - 19,450 SQ. FT. (REFERENCE NATIVE GRASS & WILDFLOWER SEED MIX MATRIX)

** THERE IS NO OASIS ZONE PROPOSED ON THIS PROJECT

GRASS & WILDFLOWER MIX

LBS/AC.	BOTANICAL NAME	COMMON NAME
3	Bouteloua curtipendula	Sideoats Grama
2	Erigeron divergens	Fleabane
2	Festuca arizonica	Arizona Fescue
2	Hilaria jamesii	Galleta Grass
4	Lupinus argentus	Silvery Lupine
2	Oryzopsis hymenoides	Indian Rice Grass
4	Penstemon pinifolius	Pineleaf Penstemon

SEEDLING RATE: 19 LBS / ACRE

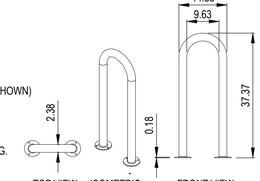
PLANT QUANTITY SCHEDULE

LOCATION	TREES (ON AVERAGE)	SHRUBS (ON AVG.)	GROUNDCOVER
STREET BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
HIGH COUNTRY TRAIL REQUIRED	35 (859 L.F./25)	70	70
HIGH COUNTRY TRAIL PROVIDED	38	380	97
* NOTE:	DUE TO CONFLICTS WITH EXISTING OVERHEAD POWER EASEMENT AND SIGHT VISIBILITY EASEMENTS REQUIRED TREES COUNTED HEREIN HAVE BEEN DISPERSED THROUGHOUT THE SITE		
PERIPHERAL BUFFER	1 PER 25 L.F.	2 PER TREE	2 PER TREE
PERIPHERAL BUFFER REQUIRED	69 (1,708 L.F./25)	137	137
PERIPHERAL BUFFER PROVIDED	94 (86 Protected + 8 Proposed)	243	144 (98 1 Gal. + (23 5 Gal.x2)
PARKING AREA	2 PER 8 SPACES	2 PER TREE	2 PER TREE
PARKING AREA REQUIRED	61 ((241 SURFACE SPACES/8)X2)	122	122
PARKING AREA PROVIDED	66	246	164
** NOTE:	DUE TO CONFLICTS WITH PARKING SPACES LOCATED UNDER EXISTING OVERHEAD POWER EASEMENT, A PORTION OF THE REQUIRED TREES COUNTED HEREIN HAVE BEEN DISPERSED THROUGHOUT THE SITE		
BUILDING FOUNDATION	1 PER 25 L.F.	2 PER TREE	2 PER TREE
BUILDING FOUNDATION REQUIRED	160 (3,987 L.F./25)	319	319
BUILDING FOUNDATION PROVIDED	172 (43 Protected + 129 Proposed)	527	384
*** NOTE:	PROTECTED TOTALS ARE BASED ON CREDITS GAINED BY CALCULATING THE TRUNK DIAMETER AT BREAST HEIGHT OF PROTECTED TREES SOUTH OF HIGH COUNTRY TRAIL (129), NOT TOTAL NUMBER OF TREES PROTECTED (60) ACCORDING TO FLAGSTAFF ZONING CODE DIVISION 10-50.60 LANDSCAPE STANDARDS (TABLE 10-50.60.050.A		

ANOVA

- ☑ SELECT DESIRED MODEL
- ☑ 3 BICYCLE METRO BIKE RACK LBR3PSURF (SHOWN)
- ☑ BRONZE

FINISH: FUSIONGUARD® POWDER COAT
MATERIAL: 2.38" OD x 10-GAUGE WALL STEEL TUBING.
UNIT WEIGHT: 25 lbs
MOUNTING OPTIONS: SURFACE MOUNT.
ASSEMBLY REQUIRED
5 YEAR SATISFACTION GUARANTEE INCLUDING COVERAGE FOR FADING, RUSTING, CHIPPING AND CRACKING



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 928-106.

3 BICYCLE METRO BIKE RACK WITH POWDER COAT FINISH AND SURFACE MOUNT — MODEL: LBR3PSURF

COLLABORATIVE DESIGN STUDIO

COLLABORATIVE V
DESIGN STUDIO INC.
7116 EAST 1ST AVE.,
SUITE 103
SCOTTSDALE, ARIZONA
85251
OFFICE: 480-347-0590
FAX: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 46497
MATTHEW PAUL DRASER
ARIZONA, U.S.A.
4.29.2021
EXPIRES 06 / 30 / 2022

LANDSCAPE IMPROVEMENTS
AURA FLAGSTAFF

151 W. High Country Trail Flagstaff, Arizona 86001

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGNED BY:	PV/SH
DRAWN BY:	SH
CHECKED BY:	PV / MD
DATE:	AUGUST 21, 2018
REVISIONS	CITY COMMENTS JANUARY 24, 2019
	CITY COMMENTS FEBRUARY 19, 2019
	CITY COMMENTS JANUARY 7, 2020
	CITY COMMENTS APRIL 20, 2020
	FENCE LAYOUT PLAN APRIL 19, 2021

AURA FLAGSTAFF
SITE PLAN SUBMITTAL

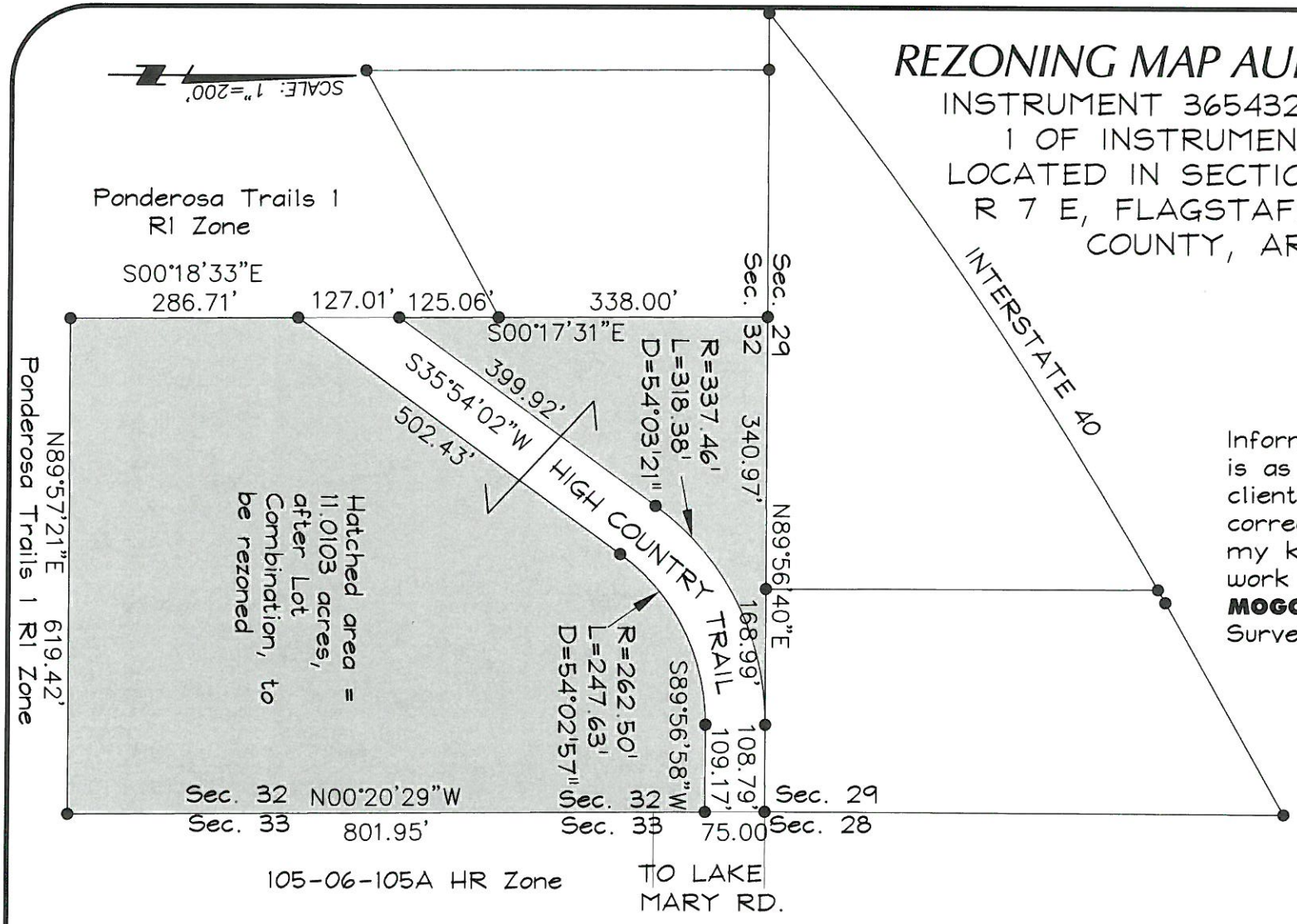
LANDSCAPE PLAN

L1.10

1 of 1

REZONING MAP AURA FLAGSTAFF

INSTRUMENT 3654325 and PARCEL 1 OF INSTRUMENT 3654328, LOCATED IN SECTION 32, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



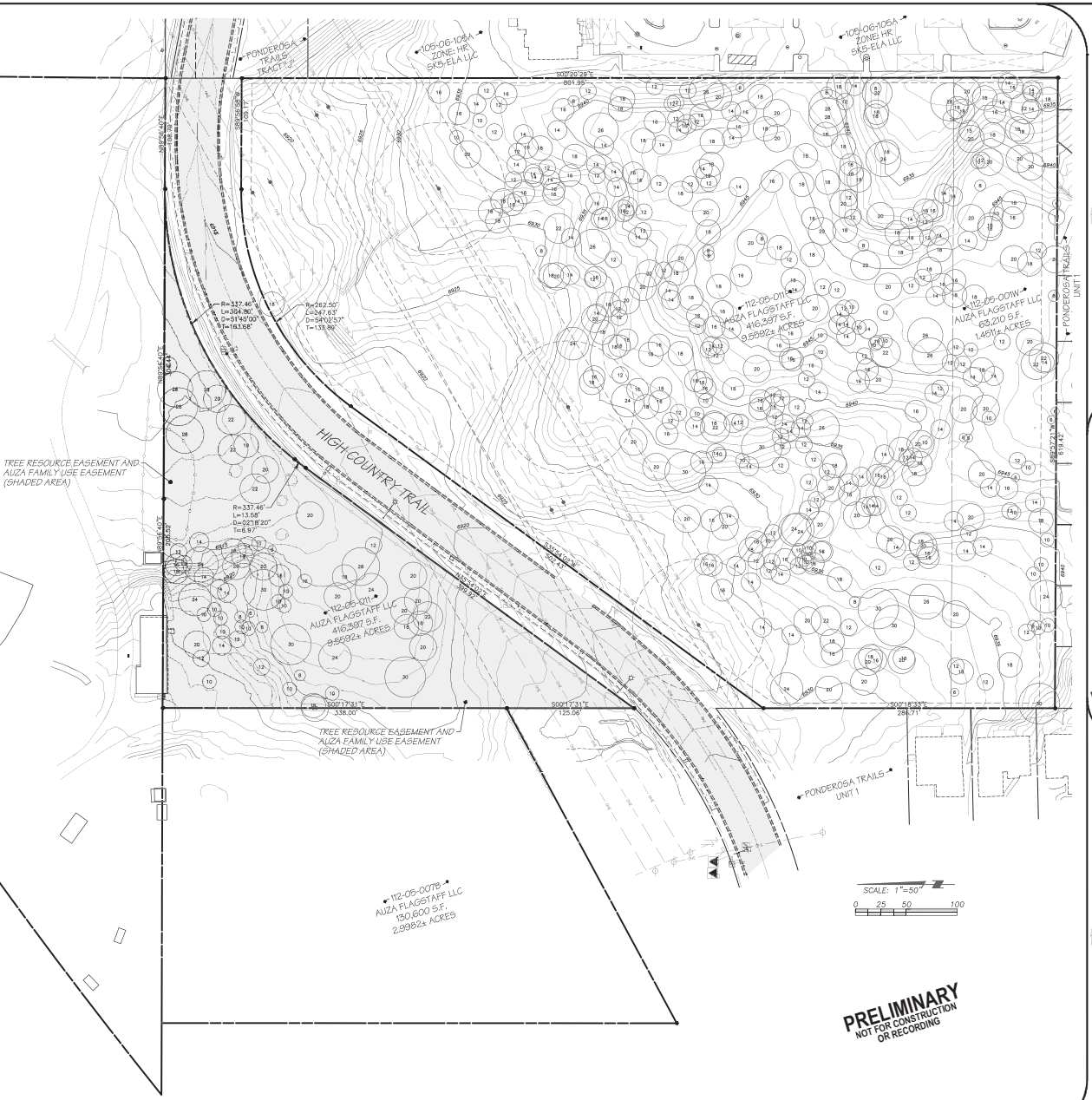
Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 6/23/20
ARIZONA U.S.A.
Expires on 3/31/__

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 1/30/20

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B
REZONING MAP
AURA FLAGSTAFF



PRE DEVELOPMENT RESOURCES
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SLOPE INFORMATION

THERE IS NO SLOPE GREATER THAN 17% PER 10-50.90.050, FIGURE "A" STEEP SLOPE IDENTIFICATION METHODOLOGY.

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	25 x 1	=	25
2 POINT TREES	139 x 2	=	278
4 POINT TREES	167 x 4	=	668
8 POINT TREES	163 x 8	=	1304
20 POINT TREES	25 x 20	=	500
TOTAL TREE POINTS		=	2775
50% OF TOTAL		=	1388
50% REDUCTION FOR CAT. 1 AFFORDABLE HOUSING		=	694

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 4 OF 5

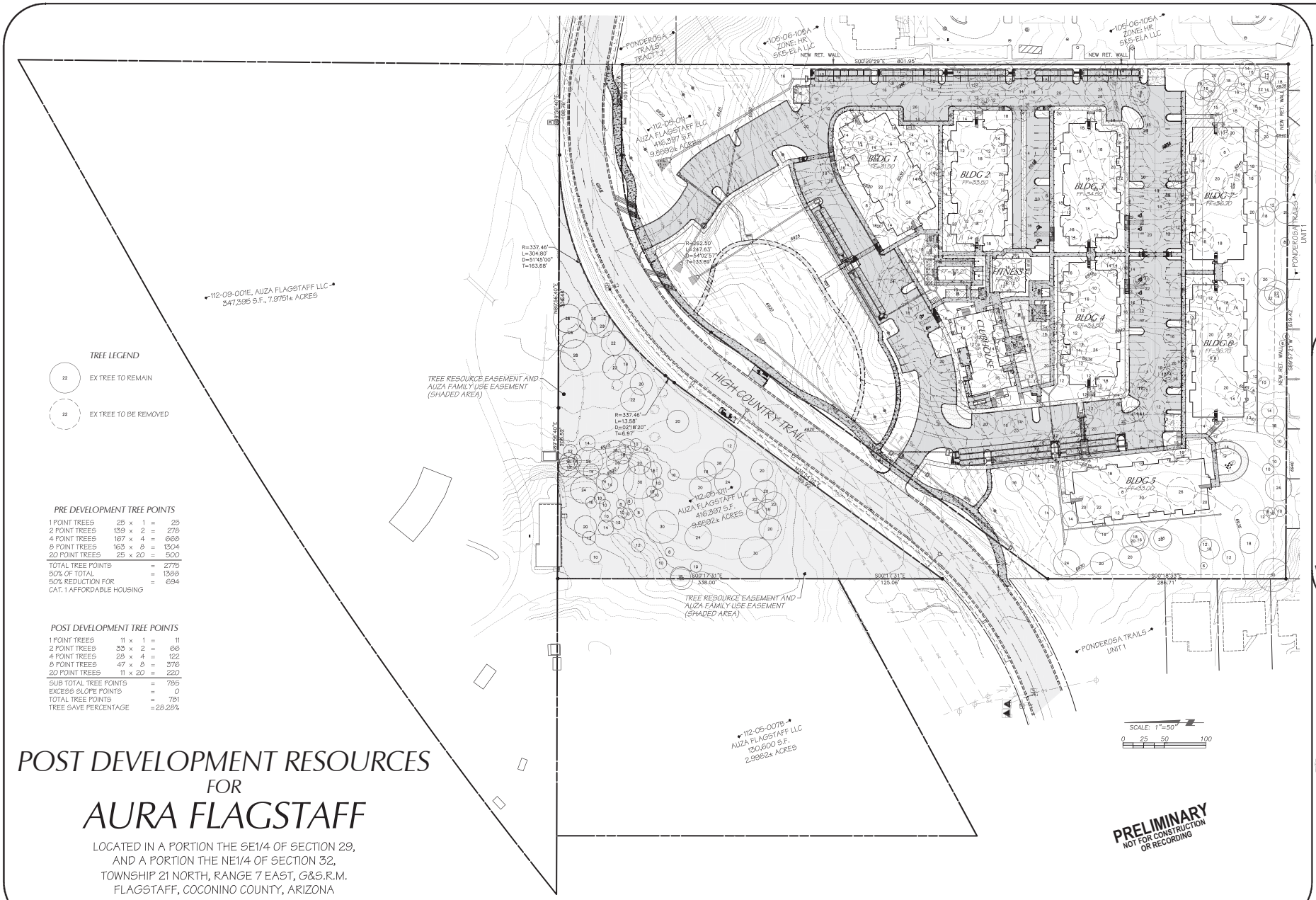
COF PROJECT # PZ-17-00218-01

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

AURA FLAGSTAFF
SITE PLAN
PRE DEVELOPMENT RESOURCE PLAN

7/7/20
MES#7259

DATE: 7/7/20	REVISIONS: 7/9/20 REVISED LAYOUT PER OWNER
PROJECT NO: 7259	PER C.O.F. COMMENTS DATED 7/16/20
PA SHEET-04	PER C.O.F. COMMENT DATED 6/23/20
DESIGNED BY: MME	
DRAWN BY: MME	HORZ SCALE 1"=50'
CHECKED BY: KVH	VERT SCALE N/A



PRE DEVELOPMENT TREE POINTS

1 POINT TREES	25	x 1	=	25
2 POINT TREES	139	x 2	=	278
4 POINT TREES	167	x 4	=	668
8 POINT TREES	163	x 8	=	1304
20 POINT TREES	25	x 20	=	500
TOTAL TREE POINTS			=	2775
50% OF TOTAL			=	1388
50% REDUCTION FOR CAT. 1 AFFORDABLE HOUSING			=	694

POST DEVELOPMENT TREE POINTS

1 POINT TREES	11	x 1	=	11
2 POINT TREES	33	x 2	=	66
4 POINT TREES	28	x 4	=	122
8 POINT TREES	47	x 8	=	376
20 POINT TREES	11	x 20	=	220
SUB TOTAL TREE POINTS			=	785
EXCESS SLOPE POINTS			=	0
TOTAL TREE POINTS			=	781
TREE SAVE PERCENTAGE			=	28.28%

POST DEVELOPMENT RESOURCES FOR AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET NO. 5 OF 5

COF PROJECT # PZ-17-00218-01

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

AURA FLAGSTAFF
SITE PLAN
POST DEVELOPMENT RESOURCE PLAN

7/7/20
MES#17259

DATE: 7/7/20	REVISIONS: 7/9/20 REVISED LAYOUT PER OWNER
PROJECT NO: 17259	PER C.O.F. COMMENTS DATED 7/16/20
DESIGNED BY: MHE	PER C.O.F. COMMENT DATED 6/29/20
DRAWN BY: MHE	
CHECKED BY: KVH	

PH SHEET =36
VERT SCALE N/A
HOR SCALE 1"=50'

Exhibit E – **Affordability Plan**
Aura Apartments

This Affordability Plan is referenced in the Development Agreement between Trinsic Acquisition Company, LLC, and the City of Flagstaff, approved by Council through Resolution 2021-xx. Aura Apartments consists of 160 multi-family units, of which 32 units (20% of the overall density after bonus incentives are applied) are designated as affordable. This document serves to detail the requirements set forth in Section 12 of the development agreement and is referred to as "Exhibit E". This document may be modified upon the express written agreement of the City's Housing Director.

Program Details

- 32 of the 160 units will be designated as affordable
- The affordable unit mix is as follows:

Unit Mix		
Unit Size	Designated for Program	Total in Project
One bedroom	22	112
Two bedroom	10	48

- For twenty (20) of the affordable units, applicants who qualify for an affordable unit shall earn an income no greater than 80% of the Area Median Income (AMI), refer to Attachment A for the 2021 Flagstaff Area Median Income Limits.
- For twelve (12) of the affordable units, applicants who qualify for an affordable unit shall earn an income no greater than 70% of the Area Median Income (AMI), refer to Attachment A for the 2021 Flagstaff Area Median Income Limits.
- The maximum monthly rental price will be implemented according to the affordable rent limits in Attachment B. The rent limits are provided by City staff annually and account for different unit sizes and varying income levels (30% - 80% AMI). In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. If this occurs, the number of required affordable units must be maintained by serving lower AMI households whose rental rates are below market.
- Basic utilities are to be included in the affordable rent payment, Management shall refer to the local utility allowances provided (Attachment C). City staff will work with Avenue5 Residential property management company before certificates of occupancy are issued to calculate the utility allowance based on unit size and utility services onsite.
- Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing Section. Biannual reports must be submitted to Housing staff, refer to Reporting Requirements below.
- Lease terms shall be 12 months

Eligibility Requirements

Generally, eligibility requirements for the affordable program are the same as Section 42 Low Income Housing Tax Credit (LIHTC) requirements. To determine applicant eligibility, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's (ADOH's) LIHTC Compliance Manual. Typically, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units, however, management shall refer to the Compliance Manual for exceptions.

All applicants interested in an affordable unit will be required to fill out ADOH's Tenant Income Certification (TIC) form. Management shall refer to the procedures below for recertification and screening procedures, which differ from the LIHTC Compliance Manual.

Recertification. Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required within 120 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and based on unit availability. If household income of an existing tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to either vacate or sign a new lease at market rate pricing. Allowing long-time tenants the opportunity to earn more over time while remaining in the affordable units shall be offset with lower incomes on new leases. Additionally, in the event that market rate rental pricing is lower than the provided rent limits, the tenant shall be charged market rate rent and will no longer be considered to occupy an affordable unit.

Screening Process. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead denial. Screening criteria shall comply with all state and federal laws.

Location of Units & Lease Up Period

Commencing at issuance of Certificate of Occupancy, each building must have affordable units available for eligible tenants. The affordable units shall be scattered throughout the buildings to the extent feasible, however, the location of each unit does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on demand and availability. The initial lease up period for all affordable units shall be one year from the date of Certificate of Occupancy for each building.

Reporting Requirements

A property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and onsite file monitoring. The affordable unit report shall include the following information:

- Provide the unit number and size of all required affordable units (based on unit mix table)
- Name and household size of each affordable unit tenant
- Gross annual household income of all tenants residing in affordable units
- Monthly rental payment amount
- Include relevant notes about the status of lease renewals or any other issues being reviewed by property management
- Proof that the affordable unit count is maintained at 20
    - Indicate which units are vacant
    - Provide an up to date waiting list for affordable units and unit size requested
- Provide proof of active marketing of the affordable units (See Advertising below).

Advertising

If affordable units are available, it is required that property management notify Coconino County's Continuum of Care organization of available affordable units. Current contact information for the

Exhibit E – **Affordability Plan**
Aura Apartments

Continuum of Care representatives can be provided by City of Flagstaff Housing staff. This notification is in addition to advertising available affordable units on the property's website and other common rental listing websites.

Exhibit E – **Affordability Plan**
Aura Apartments

Attachment A: Area Median Income Limits

2021 Area Median Income Limits for Flagstaff, AZ

Household size	30%	50%	60%	80%	100%
1	$16,150	$26,900	$32,280	$43,050	$53,800
2	$18,450	$30,750	$36,900	$49,200	$61,500
3	$21,960	$34,600	$41,520	$55,350	$69,200
4	$26,500	$38,400	$46,080	$61,450	$76,800
5	$31,040	$41,500	$49,800	$66,400	$83,000
6	$35,580	$44,550	$53,460	$71,300	$89,100
7	$40,120	$47,650	$57,180	$76,200	$95,300
8	$44,660	$50,700	$60,840	$81,150	$101,400

Income limits for all federal housing programs are determined by the US Department of Housing & Urban Development (HUD). The 30%, 50%, 80% and 100% AMI categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The City of Flagstaff will provide new income limits annually as they are made available.

Exhibit E – **Affordability Plan**
Aura Apartments

Attachment B: Rent Limits

Rent Limits for 2021
(Based on 2021 AMI Income Limits)

Bedrooms (People)	Charts	60.00%	30.00%	40.00%	50.00%	70.00%	80.00%	90.00%	FMR
Efficiency (1.0)		807	403	538	672	941	1,076	1,210	1,026
1 Bedroom (2.0)		921	460	614	767	1,074	1,228	1,381	1,062
2 Bedrooms (3.0)		1,036	518	691	863	1,209	1,382	1,554	1,315
3 Bedrooms (4.0)		1,152	576	768	960	1,344	1,536	1,728	1,712
4 Bedrooms (5.0)		1,243	621	829	1,036	1,450	1,658	1,865	2,058
5 Bedrooms (6.0)		1,336	668	891	1,113	1,559	1,782	2,004	

Rent limits are available annually after the release of HUD's AMI limits. The City of Flagstaff will provide updated rent limits as they are available. The rent limits shown are considered the base rent payment, if utilities are included, that allowance is deducted from the numbers shown.

Exhibit E – **Affordability Plan**
Aura Apartments

Attachment C: Utility Allowance Schedule

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		**Apartment**					
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19	$21	$26	$35	$42	$49
	Bottled Gas	$29	$32	$39	$50	$59	$69
	Electric	$39	$48	$87	$116	$155	$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	$2	$3	$5	$6	$10	$13
	Bottled Gas	$8	$9	$12	$13	$18	$22
	Electric	$5	$6	$10	$15	$20	$25
	Other						
Other Electric		$24	$27	$37	$51	$64	$78
Air Conditioning							
Water Heating	Natural Gas	$5	$6	$10	$13	$20	$25
	Bottled Gas	$12	$13	$18	$22	$31	$38
	Electric	$9	$15	$23	$35	$46	$58
	Fuel Oil						
Water & Sewer		$43	$54	$69	$105	$144	$179
Trash Collection		$20	$20	$20	$20	$20	$20
Other – specify							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	**Utility/Service/Appliance**	**Allowance**
	Heating	
Head of Household Name	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms		
	Total	

Aura Flagstaff

Resolution for a Development Agreement

Alaxandra Pucciarelli

Current Planning Manager

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Development Agreement

Purpose of the agreement:

- Require the property to be maintained as a single parcel
- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Resource Protection easement for the portion of the parcel north of High Country Trail
- Sustainability density bonus requirements
- Inclusion of four Pickleball Courts on-site for public use
- Installation of one dual port electric vehicle charging station

Development Agreement

Purpose continued:

- Commitment to provide recycling collection services
- Bicycle Storage and Amenities
- Limit Lease terms: No less than thirty (30) days

Development Agreement

Affordable Housing:

- 32 units (20% of the overall density after bonus incentives are applied) are designated as affordable, 22 one-bedroom units and 10 two-bedroom units
- 20 of the affordable units, applicants who qualify for an affordable unit shall earn an income no greater than 80% of the Area Median Income (AMI)
- 12 of the affordable units, applicants who qualify for an affordable unit shall earn an income no greater than 70% of the Area Median Income (AMI)

Council Options

1. Approve the Aura Flagstaff Development Agreement as presented.
2. Approve the Aura Flagstaff Development Agreement with additional, modified, or deleted terms.
3. Remand the Aura Flagstaff Development Agreement back to staff for additional negotiations with Auza Flagstaff, LLC and Trinsic Acquisition Company, LLC.
4. Deny the Aura Flagstaff Development Agreement.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jon Wilson, Recreation Manager
Co-Submitter:	Rebecca Sayers
Date:	05/05/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-36: A resolution approving an Intergovernmental Agreement with Coconino County for and on behalf of Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff for the relocation of the Juvenile Court Transition School to the Hal Jensen Recreation Center.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-36 by title only
2) City Clerk reads Resolution No. 2021-36 by title only (if approved above)
3) Adopt Resolution No. 2021-36

Executive Summary:

Council approval of the Intergovernmental Agreement (IGA) will support regional partnerships and programs that provide equitable and inclusive educational opportunities to the community. This agreement may be renewed for two (2) successive five (5) year terms.

Financial Impact:

There might be a slight increase in Utility costs such as water and electricity due to the school usage.

Policy Impact:

No policy impacts.

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

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages.

Inclusive and Engaged Community - Advance social equity & social justice in Flagstaff by supporting social services.

Regional Plan

Recreation Goals and Policies: Policy Rec. 1.2 Promote public and private partnerships to offer parks, recreation, facilities and resources.

Has There Been Previous Council Decision on This:

No, there has not been a previous Council discussion on this item.

Background/History:

The Transition (or "T") school is a collaborative and specialized program through Coconino County Juvenile Court and Ponderosa High School. The priority is to enroll youth who may currently or have been involved with the juvenile court system. Often these youths are in a state of transition. They enter the school system at non-traditional times, such as when they exit a treatment center, leave detention, are placed in foster care, return home, or are placed at a youth shelter. Students who have been expelled, suspended, or are not welcomed at their home schools are also candidates for enrollment.

In a mainstream setting, these youths would be required to attend school but would have no opportunity to earn credit, leaving them less than motivated. Transition School offers a small class size with individual support and stand-alone lessons. Students can enter at any time during the school year and earn credit towards graduation requirements.

The Transition School was previously housed at the Juvenile Detention Center building, however, due to overcrowding and other needs, the school was relocated to Ponderosa High School. This past year Ponderosa High was able to accommodate the Transition school because they had limited students on-site due to the pandemic. The specialized nature of the Transition school, requires more of a "one-room schoolhouse" concept and needs a location that is more conducive to this. Hal Jensen Recreation Center lends a variety of options beyond the classroom space. The Center instills not only community but also a healthy lifestyle.

Community Benefits and Considerations:

The Transition School hours will be during times when the Hal Jensen Recreation Center is typically not open. This will allow the Transition school to not only use the upstairs room when it is not usually being used, but will also allow the students to use the gym and computer rooms for other activities. This will also introduce the students to the Center and its many afterschool programs and services, as well as other City of Flagstaff programs, parks, and open spaces.

Attachments: Res. 2021-36
IGA1
Transition School Presentation

RESOLUTION NO. 2021-36

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY JUVENILE COURT SERVICES DEPARTMENT, COCONINO COUNTY ACCOMMODATION SCHOOL DISTRICT, AND THE CITY OF FLAGSTAFF FOR USE OF THE CITY'S HAL JENSEN RECREATION CENTER BY THE SCHOOL DISTRICT FOR ITS JUVENILE TRANSITION SCHOOL

RECITALS:

WHEREAS, Coconino County, Coconino County Juvenile Court Services Department, Coconino County Accommodation School District, and the City of Flagstaff desire to enter into an intergovernmental agreement for the use of space in the City's Hal Jensen Recreation Center by the School District for its Juvenile Transition School; and

WHEREAS, the City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as The Hal Jensen Recreation Center; and

WHEREAS, the School District and Juvenile Court currently operate the Transition School and Juvenile Court Services' Prosocial Success Skills Development Programming, which includes a recreational component; and

WHEREAS, the Transition School is in need of a new location and the Center has sufficient excess space for operation of the Transition School; and

WHEREAS, the parties desire to enter into an agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize space in the Hal Jensen Recreation Center for the express purpose of operating the Transition School.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
by and between
Coconino County,
Coconino County Juvenile Court Services,
Coconino County Accommodation School District,
and the
City of Flagstaff

This Intergovernmental Agreement ("Agreement") is made this ____ day of _____, 2021 by and between Coconino County, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona, ("County"), the Coconino County Accommodation School District ("School District"), the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City"), and the Coconino County Juvenile Court Services department ("Juvenile Court") for the use of the City's Hal Jensen Community Recreation Center ("Center") by the School District for its Juvenile Transition School ("Transition School"), and Juvenile Court Services' Prosocial Success Skills Development Programming including Recreational Programs ("Court Programs"). The City, School District, County, and the Juvenile Court may be referred to individually in the Agreement as a Party or collectively as Parties.

RECITALS

A. The City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as the Hal Jensen Recreation Center ("Center"); and

B. The School District and Juvenile Court currently operate the Transition School and Court Programs; and

C. Funding for the teacher or teachers of the Transition School is funded by the School District; and

D. The Center has sufficient space for operation of the Transition School and Court Programs; and

E. The County, Juvenile Court, School District, and City desire to enter an intergovernmental agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize the Center for the express purpose of operating the Transition School and implementing the Court Programs.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for the services or the joint exercise of powers common to both, and the inherent powers of each Party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. DURATION AND TERMINATION.

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for an Initial Term of five (5) years. Upon expiration of the Initial Term, this Agreement may be renewed for up to two (2) successive five (5) year terms (each "Renewal Term") subject to the provisions of this Agreement upon mutual written consent of the Parties. This Agreement may be terminated by any Party upon thirty (30) days written notice of termination delivered to the other Parties. Any Party may terminate this Agreement if sufficient funding is no longer available to carry out that Party's responsibilities under the Agreement. This Agreement may be terminated by any Party without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511(A).

2. USE OF THE CENTER FOR TRANSITION SCHOOL.

The Transition School will be operated in the upstairs multipurpose room at the Center. In addition to the multipurpose room, the Transition School will have access to the Center restrooms and designated areas for recreational use by students. The Juvenile Court's Director, the School District's Superintendent, and the City's Parks and Recreation Director will develop and maintain an ongoing mutually agreed upon schedule for building utilization and program implementation ("Schedule"). As needed, with a 45-day notice, the schedule may be modified by the City's Parks and Recreation Director as the City manages its resources. Use of the Center for the Transition School will be limited to school days and programs as agreed upon in the Schedule. School days for the Transition School will correspond to the Flagstaff Unified School District Academic Calendar and hours of operation will be from 8:30am to 2:00pm, unless an alternative schedule is agreed to by the Parties. City staff will be on site to open the Center at the beginning of each school day and a staff member will ensure the complete departure of the Transition School's staff and student body at the end of each school day. In no event is the Transition School to operate within the Center without a member of City staff being on site.

3. FUNDING; FINANCIAL RESPONSIBILITIES.

A. <u>School Operations</u>:

The County shall be responsible and pay for all expenses associated with the operation of the Transition School and Court Programs except the School District shall be responsible and pay for the salary, benefits, and other related expenses of the teacher or teachers.

B. Multipurpose Room Improvements and Maintenance

The County shall be responsible and pay for the following expenses:

1. Any cost related to increasing the capacity of the upstairs multipurpose room of the Hal Jensen Recreation Center, including providing classroom furniture, equipment such as computers, and storage for school materials.
2. In conjunction with the School District, costs to improve flooring in the upstairs classroom as approved by the City's Parks and Recreation Director.
3. In conjunction with the School District, costs to install and maintain improved broadband and internet access for the benefit of the Transition School and the general Center participants.

4. Any multipurpose room maintenance costs that are attributable to the Transition School's increased use of the area.

4. UTILITIES.

The City shall pay for all utility costs in the Center, except for upgraded internet services for the Transition School, which will be paid as described in the above Section. The City, School District, and County may join together to improve the overall internet services to the entire Hal Jensen Recreation Center.

5. DAILY OPERATIONAL STANDARDS.

Juvenile Court will provide supervision for all youth under the jurisdiction of Juvenile Court involved in the Transition School and Court Programs. Juvenile Court will ensure Transition School and Court Programs youth will be well-behaved and courteous to City staff and participants co-utilizing the facilities. If Transition School or Court Programs utilize City equipment, Juvenile Court staff will ensure the City's building and equipment are respected, utilized, and taken care of properly. Any damage—intentional, unintentional, or newly identified—will be immediately reported to City staff. If City staff become aware of damage or misuse, they will report the damage to the assigned Juvenile Court staff. The County will repair or replace damaged property when participants under the jurisdiction of Juvenile Court are responsible. The School District will be responsible to repair or replace damaged property if the Transition School youth is not under Juvenile Court jurisdiction. All parties shall work cooperatively to identify any youth who damages property utilizing any available video surveillance systems or witness statements.

Juvenile Court and City staff will have short, daily check-ins with each other to confirm functioning operations or identify areas needing special attention when Transition School or Court Programs are occurring. For the initial six months of operations, the assigned lead staff from the City, School District, and Juvenile Court will have a monthly meeting to determine what improvements or changes are required. After the initial six months, these lead staff will meet quarterly. Changes to Transition School or Court Programs utilization of the Center will be made as needed.

6. FACILITIES AND EQUIPMENT USE AND MAINTENANCE; SUPPLIES.

The City will maintain its facilities and equipment per its normal operating standards.

7. IMPROVEMENTS AND EQUIPMENT AT TERMINATION.

The Parties acknowledge that property and equipment used for operation of the Transition School and Court Programs will be purchased and stored at the Center. Upon termination of this Agreement, non-permanent improvements and equipment purchased or created through this Agreement shall revert to the entity that purchased or created the property. For purposes of this Agreement, permanent improvements will be defined as assets and equipment that are not detachable without damaging the Center, such as flooring and other fixed improvements.

8. EMPLOYMENT STATUS.

Juvenile Court employees and volunteers shall at all times remain employees of Juvenile Court, and employees of the School District shall at all times remain employees of the School District.

The City shall not have supervisory authority or control over the day-to-day work of the employees or volunteers associated with the Juvenile Court or School District as they deploy the Transition School or Court Programs.

9. INSURANCE.

The County, City, and School District shall each maintain sufficient liability insurance to cover each Party's respective activities associated with this Agreement.

10. INDEMNIFICATION.

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 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 or 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

11. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to the County:

Steve Peru
County Manager
219 East Cherry Avenue
Flagstaff, AZ 86001

If to the City:

Greg Clifton
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

If to the School District:

Superintendent
Coconino County Accommodation School District
2384 North Steves Boulevard
Flagstaff, AZ 86004

If to the Juvenile Court:

The Juvenile Court Services Director
Coconino County Juvenile Court Services
1001 East Sawmill Road
Flagstaff, AZ 86001

12. AUTHORITY TO CONTRACT.

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

13. GOVERNING LAW.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

14. DISPUTE RESOLUTION.

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

15. AGENTS, EMPLOYEES, AND CONTRACTORS.

Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

16. LEGAL WORKERS.

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

17. CONSTRUCTION.

This Agreement shall be construed and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

18. INTEGRATION; MODIFICATION.

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified

or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

19. NO ASSIGNMENT; BINDING EFFECT.

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

20. SEVERABILITY.

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

21. WAIVER.

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

22. NON-DISCRIMINATION.

Each Party 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.

23. HEADINGS.

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

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

City of Flagstaff

Paul Deasy
Mayor

Dated: _____

Attest:

City Clerk

Dated: _____

Approved as to form and as being within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff:

City Attorney

Dated: _____

Coconino County

Matt Ryan
Chairman, Board of Supervisors

Dated: _____

Attest:

Clerk of the Board

Dated: _____

Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to Coconino County:

Deputy County Attorney

Dated: _____

Coconino County Juvenile Court

Director

Dated: _____

Coconino County Accommodation School District

Superintendent

Dated: _____

Attest:

The Justice Court

Dated: _____

School District Counsel

Dated: _____

Attest:

_____

Dated: _____

_____

Court Council Attorney General

Dated: _____

Juvenile Court
Transition School at Hal Jensen Recreation Center

June 15, 2021

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Transition School

Goals, Purpose and History

- Collaborative and Specialized Program between Coconino County Juvenile Court and Ponderosa High School
- Open to youth involved in Juvenile System and youth “at risk”
- Students can enroll any time during school year
- Students earn credit towards graduation

Transition School

Goals, Purpose and History

- Teach skills for school success
- Provide support and encouragement
- One to one instruction in a small school setting
- Preparation to return to their home schools
- Builds up youth to create a healthier community

Transition School

Goals, Purpose and History

- Previously located at Juvenile Court Building prior to 2020-2021 School Year
- 2020-2021 School Year housed at Ponderosa High School
- Need space to operate as a “one room schoolhouse”
- Hal Jensen Recreation Center has space during times when the Center is closed

Hal Jensen Recreation Center

Classroom space and benefits

- Upstairs classroom and dance studio, computer room
- Other spaces available: gym, weight room and outdoors area
- A “Place” that instills healthy living and a sense of community
- Introduces recreation programming, facilities, and opportunities to the students
- Mutual benefits for all involved

Juvenile Detention Transition School at Hal Jensen Recreation Center

Thank you
Questions?

Contact Information:

Jon Wilson, City of Flagstaff Recreation Manager

Jonathan.Wilson@flagstaffaz.gov

Casie Lightfoot, Director of Juvenile Court Services, Coconino County clightfo@courts.az.gov

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	10/21/2020
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-37: Approval for renewal of the Intergovernmental Agreement between the City of Flagstaff and the Blue Ridge Fire Department for dispatch services

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-37 by title only
2) City Clerk reads Resolution No. 2021-37 by title only (if approved above)
3) Adopt Resolution No. 2021-37

Executive Summary:

The City of Flagstaff, acting through the Flagstaff Police Department desires to continue to provide dispatching services to Blue Ridge Fire Department. This Intergovernmental Agreement (IGA) provides for a five (5) year contract during which dispatch services will be provided to Blue Ridge Fire Department.

Financial Impact:

This agreement will allow the Police Department 9-1-1 Communications Center to continue to provide the same dispatch services to the Blue Ridge Fire Department as it has in the past. Blue Ridge Fire Department will be billed according to the total budgetary cost of operating the 9-1-1 Communications Center. This is calculated at a cost per call rate and billed accordingly. These funds will be utilized to offset the cost to operate the 9-1-1 Communications Center. This agreement represents revenue of approximately $5,200 annually.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

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

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Team Flagstaff Strategic Plan: Provide exceptional service.

Regional Plan

Council Goals:
3) Provide sustainable and equitable public facilities, services, infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
8) Improve effectiveness of notification, communication and engagement with residents, neighborhoods and businesses and about City services, programs, polices projects and developments.
11) Ensure that we are as prepared as possible for extreme weather events.

Has There Been Previous Council Decision on This:

Yes, Intergovernmental Agreements between the Flagstaff Police Department and Blue Ridge Fire Department for dispatching services were approved by City Council in 2012 and 2016.

Options and Alternatives:

Approve or disapprove the Intergovernmental Agreement for the Flagstaff 9-1-1 Communications Center to continue to provide dispatch services to Blue Ridge Fire Department.

Background/History:

Historically, the Coconino County Sheriff's Office was the dispatch service for Blue Ridge Fire Department. In 2001, when the Flagstaff Police Department began managing the co-located and combined Flagstaff 9-1-1 Communications Center, the Blue Ridge Fire Department as a historical partner was also included, however, without full two-way radio communication. The Flagstaff 9-1-1 Communications Center is the Primary Answering Point (PSAP) for the southern half of Coconino County which includes the Blue Ridge Community. We handle all incoming 9-1-1 and business calls for service. The dispatching service for Blue Ridge Fire Department was being completed via a one way telephone system. Once the call for service had been broadcast via a telephone paging system, a member of the Blue Ridge Fire Department would contact the Flagstaff 9-1-1 Communications Center to advise they had received the call for service and to gather other pertinent information. When that incident information was given to that individual, they then passed along the information to responding units via radio.

The Blue Ridge Fire units did not have access to our Communications Center. They had to contact their dispatcher who then called our Communications Center if they needed assistance from a deputy or to relay any information regarding their call for service. This was not a timely way to conduct business or best for the customer requesting assistance.

Key Considerations:

The approval of this renewal agreement will continue to provide streamlined, direct and consistent dispatch services as outlined and for financial consideration based on a cost per call basis. This will continue to ensure direct interoperative communication between the responding fire and medical units and the Flagstaff 9-1-1 Communications Center by providing direct radio information relays rather than by telephone to a second party.

Expanded Financial Considerations:

Blue Ridge Fire Department will be invoiced quarterly for the dispatch services based on the number of calls at the calculated cost per call.

Community Benefits and Considerations:

The approval of this renewal agreement will provide a continued positive relationship with the Blue Ridge Fire Department that enables quick, efficient and effective responses of emergency personnel as a result of 9-1-1 calls from community members within the Blue Ridge community. Dispatching directly to the necessary units, eliminated the need for a second party to relay information and the potential for the loss of information in that translation.

Attachments: Res. 2021-37
IGA Dispatch Services for Blue Ridge Fire

RESOLUTION NO. 2021-37

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN BLUE RIDGE FIRE DISTRICT AND THE CITY OF FLAGSTAFF FOR DISPATCH SERVICES

RECITALS:

WHEREAS, the Blue Ridge Fire District is empowered by Arizona Revised Statutes § 48-261 and the City is empowered by Arizona Revised Statutes §§ 11-952 to enter into the Intergovernmental Agreement for Dispatch Services; and

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

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Blue Ridge Fire District and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective upon adoption of this resolution ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Intergovernmental Agreement

Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES
between
City of Flagstaff
and
Blue Ridge Fire District

This Intergovernmental Agreement for Dispatch Services ("Agreement") is entered into this 15 day of May, 2021 between the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Police Department ("FPD") and the Blue Ridge Fire District (the "District"), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261, with offices at 5023 Enchanted Lane, Happy Jack, Arizona.

RECITALS

A. The City, through the FPD, operates, manages and maintains a dispatching facility, which includes an automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a dispatch center located at the Law, Enforcement Administrative Facility. The FPD is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls within its area of responsibility. The FPD provides emergency dispatching for police and fire agencies within the City of Flagstaff and contracts to provide dispatch services to other agencies and organizations.

B. The District, desires that the City, through the FPD, provide emergency dispatching for all calls for service occurring within the response area of the Blue Ridge Fire District. The City agrees to provide such services to the District, in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

This Agreement shall become effective on July 1, 2020, at 0001 hours, and, subject to early termination or renewal as provided below in Section 4, shall continue until June 30, 2025 at 2359 hours.

2. Scope of City Services

The City, through the FPD, agrees to provide emergency dispatching services to the District, twenty-four (24) hours a day, seven (7) days a week as follows:

2.1. The FPD will provide automated dispatching utilizing computer-aided dispatching. The capabilities the FPD will make available to the District include: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of

status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene and other fire service benchmark times as available, as the radio communications system build out provides.

2.2. If requested by the District, the FPD will provide summary listings to the District of call data by month, quarter or year as generated by the CAD system. In addition, FPD will provide an incident summary to the District at the end of each call by fax or email.

2.3. The FPD will record all District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines present in the FPD dispatch center. The FPD will maintain all recordings for a period not to exceed three hundred sixty-five (365) calendar days, after which such records shall be destroyed. When requested in writing, the FPD will provide recordings of incidents to the District in a timely manner on standard compact disc.

2.4. The City maintains two redundant on-line servers for the CAD operation and will regularly backup these servers. Every effort will be made to maintain a 100% up- time and will schedule required downtime maintenance with users whenever possible. The City cannot be responsible for unexpected downtime and maintains a manual backup for such eventuality.

2.5. All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of the FPD.

3. Blue Ridge Fire District Obligations

3.1. The District, agrees to supply and maintain all equipment required to provide voice radio dispatching up to a demarcation point established as the connection to the FPD dispatch center console interface patch panel. Additionally, the District, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to the FPD dispatch console equipment in order to provide basic dispatch service. The FPD agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

3.2. The District agrees to work within any existing procedures used by the FPD for dispatching. However, procedures for specific requirements of fire dispatching for the District, if agreed upon by the Communications Users Group, shall be documented in the Flagstaff Police Department Communications Manual and thereafter shall be utilized for dispatching services for the District.

3.3. The District agrees to pay the City fees for services in quarterly payments within thirty (30) days following invoicing at the end of each quarter. Fee and costs associated with the City's provision of dispatch services to the district will be based upon the District's dispatched calls for service as a percentage of the dispatch center's total calls for service plus a calculation for capital replacement and indirect costs. That percentage will be used to calculate fees based upon the total cost to the City for operating the dispatch center, but in no event shall the District's per call cost under this Agreement ever exceed the amount

of $60.00 per call for the duration of this Agreement.. Fees will be based upon the prior fiscal year budget and actual calls for service for the period being billed.

3.3.1. A call for service shall be defined as any call where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Termination

4.1. Either party may terminate this Agreement by providing written notice to the other no less than ninety (90) days before the anniversary date of this Agreement.

4.2. In the event of termination of this Agreement by the District, or by the City under Section 4.3, the District shall be responsible for all costs associated with the disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with Section 3.1, and which are exclusive to the District.

4.3. The City shall also have the right to terminate this Agreement upon written notice to the District in the event the District fails to make any payment due the City under this Agreement within thirty (30) calendar days of the due date.

5. Liability and Indemnification

5.1. The City, the FPD and their officials, employees and agents, shall not be liable for damages to the District or third parties as a result of any failure by the FPD to perform any of the FPD's obligations set forth in Section 2 of this Agreement if such failure, in whole or in part, arises out of or results from the failure of the District to submit correct and complete data to the FPD or the failure of the District to provide or maintain equipment as set forth in Section 3.1.

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

5.3. The District agrees to indemnify, hold harmless and defend the City, the FPD and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, alleged act, action or omission of the District, their employees, agents or contractors under this Agreement, including, but not limited to, the District's failure to submit correct and complete data to the FPD or the failure of the District to provide and maintain equipment as set forth in Section 3.1. The District's obligations under this indemnity provision shall survive any termination of this Agreement.

5.4. Except as otherwise provided in this Section 5, the City covenants and agrees to indemnify, hold harmless and defend the District, and their agents, officials and employees, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise out of or result from any act, action or omission of the City, the FPD, their employees, agents or contractors under this Agreement, or as a result of any failure of any equipment which the City is required to maintain under the terms of this Agreement. The City's covenants and obligations under this indemnity provision shall survive any termination of this Agreement.

6. Dispute Resolution

6.1. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, to litigation or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. The parties shall select one or more mediators acceptable to each party. Each party agrees to bear its own costs in mediation.

6.2. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

7. Notices

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

If to City:

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

Copy to:

Chief of Police
Flagstaff Police Department
911 E. Sawmill Road
Flagstaff, Arizona 86001

If to Blue Ridge Fire District:

Philip Paine, Fire Chief
Blue Ridge Fire District
5023 Enchanted Lane
Happy Jack, Arizona 86024

8. General Provisions

8.1. Maintenance. Maintenance of the FPD dispatch center and all on premise Public Safety Answering Point (PSAP) and radio equipment shall be the sole responsibility of the FPD.

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

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

8.4. Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. Except as to modifications to Attachment A to this Agreement as set forth in Section 3.3, this Agreement may be modified or amended only by written agreement signed by both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified.

8.5. Cancellation for Conflict of Interest. Pursuant to Arizona Revised Statutes Section 38-511, either the City or the District may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

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

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

City of Flagstaff

_____

Coral Evans

Mayor

Dated: _____

Attest:

_____

City Clerk

Dated: _____

Approved as to form:

_____

City Attorney

Dated: _____

Blue Ridge Fire District

Signed:

_____

Shannon Scott

Name: _____

BRFD Board Chairman

Title: _____

Dated: 5-18-2021

Attest:

Cynthia L. Perelli

Cindy Perelli, BRFD Board Clerk

Dated: 5-18-2021

Approved as to form:

Mark Byrnes

County Attorney

Dated: 05/10/21

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/17/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-38: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-38 by title only
2) City Clerk reads Resolution No. 2021-38 by title only (if approved above)
3) Adopt Resolution No. 2021-38

Executive Summary:

Flagstaff Police Department, acting as the 911 System Administrator for Coconino County PSAP's, was awarded $533,943.00 in grant funds from the Arizona Department of Administration State 911 Office. One of the grant requirements is for the System Administrator to enter into IGAs with the PSAP's they will be paying the 911 system bills for. For Coconino County, this includes Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service. The IGAs state that if the Arizona Department of Administration State 911 Office is unable to pay for the 911 system, each PSAP will be responsible for paying their portion of the 911 system operating costs.

Financial Impact:

The grant award is $533,943.00 which will fund all of Coconino County PSAP's 911 system operational costs 100%. This grant is budgeted in the Police Department budget.

Policy Impact:

None

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

Regional Plan

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

Yes. The council approved the 911 grant and the IGAs in 2019 and 2020.

Options and Alternatives:

Approve the acceptance of the IGAs or decline the acceptance of the IGAs.

Background/History:

Flagstaff Police Department has been designated by the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office as the System Administrator for all PSAP's in Coconino County. The System Administrator is responsible for submitting 911 system operating bills to the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office and submitting call statistics and required reports to the State for all PSAP's within the county. Historically the 911 telephone bills for all the PSAP's in Coconino County would be mailed to the Flagstaff Police Department. The 911 Coordinator would audit the charges on the 911 bills and send them to the State 911 Office for payment. In turn, the State 911 Office would pay the bills with money from revenues collected through the Emergency Telecommunications Services Revolving Fund. In 2018, the State 911 Office was moved to the Arizona Department of Administration Office of Grants and Federal Resources Office. With this change, the Arizona Department of Administration Office of Grants and Federal Resources created a grant program for the FY2020 911 budget. System Administrators had to apply for the funds on behalf of the PSAP's in their county to pay the 911 bills. This allows the PSAP's and the System Administrators to be responsible for their bills and to be reimbursed through the grant award by the state. A requirement of the grant is to have agreements in place with the city that is designated System Administrator and the PSAP's they are responsible for.

Key Considerations:

Flagstaff Police Department was designated System Administrator for the PSAP's within Coconino County to include: Williams Police Department, Page Police Department, Grand Canyon National Park and Glen Canyon National Park. The IGAs assure that if the State is unable to pay the 911 System bills, each PSAP will be responsible for their portion of the cost.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows for faster responses to emergencies for every citizen. The IGA's and the 911 budget grant will allow the PSAP's in Coconino County to have a consistent emergency response.

Community Involvement:

To work with the public to ensure that the Coconino County PSAP's have correct address information and provide exceptional emergency services Countywide.

Expanded Options and Alternatives:

If approved the IGA's would allow the City of Flagstaff, acting as 911 System Administrator to pay the 911 system operating bills on behalf of Coconino County PSAP's and be reimbursed from awards from the State 911 FY2022 Budget grants

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Attachments: Res. 2021-38

IGA 911 Grant Glen Canyon
IGA 911 Grand Canyon
IGA 911 Page
IGA 911 Grant Williams

RESOLUTION NO. 2021-38

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, GLEN CANYON NATIONAL PARK SERVICE AND THE CITY OF FLAGSTAFF FOR THE ARIZONA 911 GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

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

WHEREAS, the Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 1, 2021 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of June 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit:
IGA

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Glen Canyon National Park Service

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2021, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Glen Canyon National Park Service ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

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

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Glen Canyon National Park Service will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Glen Canyon National Park Service. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the Glen Canyon National Park Service PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Glen Canyon National Park Service has been budgeted twenty-four thousand five hundred and thirty-six dollars ($24,036.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Glen Canyon National Park Service PSAPs' operating bills by the State, then the Glen Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Glen Canyon National Park Service agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Glen Canyon National Park Service shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification
Claims for Damages to persons and property may be adjudicated according to applicable federal and state law.

4. Worker's Compensation Claims
The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public

agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2021 and terminate on June 30, 2022.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance
Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal

immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Type
Contractual							
Wireless Phase 2							
	(Page)	AZ Telephone Co	1	$4,932.00	$4,932.00	$4,932.00	Direct Cost
	(Page)	AZ Telephone Co	1	$7,759.00	$7,759.00	$7,759.00	Direct Cost
	(Flagstaff)	Frontier	1	$6,961.00	$6,961.00	$6,961.00	Direct Cost
	(Page)	Comnet	1	$14,183.00	$14,183.00	$14,183.00	Direct Cost
Century Link Wireline Trunks							
	(Flagstaff)	Century Link	1	$8,339.00	$8,339.00	$8,339.00	Direct Cost
	(Flagstaff)	Century Link	1	$1,393.00	$1,393.00	$1,393.00	Direct Cost
	(Flagstaff)	Century Link	1	$3,620.00	$3,620.00	$3,620.00	Direct Cost
	(Flagstaff)	Century Link	1	$13,661.00	$13,661.00	$13,661.00	Direct Cost
NG911/Managed Services							
	Century Link	Grand Canyon	1	$51,404.00	$51,404.00	$51,404.00	Direct Cost
	Century Link	Flagstaff Police	1	$267,246.00	$267,246.00	$267,246.00	Direct Cost
	Century Link	Williams Police	1	$53,459.00	$53,459.00	$53,459.00	Direct Cost
	Century Link	Page Police	1	$52,845.00	$52,845.00	$52,845.00	Direct Cost
Legacy System							
Glen Canyon	Glen Canyon		1	$5,237.00	$5,237.00	$5,237.00	Direct Cost
Glen Canyon Maintenance			1	$18,799.00	$18,799.00	$18,799.00	Direct Cost
Contractual Total			**15**	**$509,838.00**	**$509,838.00**	**$509,838.00**	

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03A

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
GIS Accuracy Report	June 25, 2022

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $533,943.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$523,448.00
Construction	$0.00
Admin	$10,495.00
Total	$533,943.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory — Date

Printed Name and Title

Additional signature(s) if required by political subdivision — Date

Printed Name and Title — Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program — Date
Arizona Department of Administration

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Grand Canyon National Park

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2021, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Grand Canyon National Park will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff

will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Grand Canyon National Park. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Grand Canyon National Park has been budgeted fifty-one thousand four hundred and four dollars ($51,404.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs). If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park PSAPs' operating bills by the State, then the Grand Canyon National Park agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Grand Canyon National Park agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Grand Canyon National Park shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the

public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2021 and terminate on June 30, 2022.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

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

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Type
Contractual							
Wireless Phase 2							
	(Page)	AZ Telephone Co	1	$4,932.00	$4,932.00	$4,932.00	Direct Cost
	(Page)	AZ Telephone Co	1	$7,759.00	$7,759.00	$7,759.00	Direct Cost
	(Flagstaff)	Frontier	1	$6,961.00	$6,961.00	$6,961.00	Direct Cost
	(Page)	Comnet	1	$14,183.00	$14,183.00	$14,183.00	Direct Cost
Century Link Wireline Trunks							
	(Flagstaff)	Century Link	1	$8,339.00	$8,339.00	$8,339.00	Direct Cost
	(Flagstaff)	Century Link	1	$1,393.00	$1,393.00	$1,393.00	Direct Cost
	(Flagstaff)	Century Link	1	$3,620.00	$3,620.00	$3,620.00	Direct Cost
	(Flagstaff)	Century Link	1	$13,661.00	$13,661.00	$13,661.00	Direct Cost
NG911/Managed Services							
	Century Link	Grand Canyon	1	$51,404.00	$51,404.00	$51,404.00	Direct Cost
	Century Link	Flagstaff Police	1	$267,246.00	$267,246.00	$267,246.00	Direct Cost
	Century Link	Williams Police	1	$53,459.00	$53,459.00	$53,459.00	Direct Cost
	Century Link	Page Police	1	$52,845.00	$52,845.00	$52,845.00	Direct Cost
Legacy System							
Glen Canyon	Glen Canyon		1	$5,237.00	$5,237.00	$5,237.00	Direct Cost
Glen Canyon Maintenance			1	$18,799.00	$18,799.00	$18,799.00	Direct Cost
Contractual Total			**15**	**$509,838.00**	**$509,838.00**	**$509,838.00**	

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03A

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

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5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in

which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:

6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

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6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

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*More frequent reports may be required for GRANTEES who are considered high risk.

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7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $533,943.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
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Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$523,448.00

Construction	$0.00
Admin	$10,495.00
Total	$533,943.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration

Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date

Arizona Department of Administration

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Page

This intergovernmental agreement ("Agreement") is entered into this __ day of _____, 2021, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

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

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Page will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Page. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the City Of Page PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Page has been budgeted seventy-nine thousand seven hundred nineteen dollars ($79,719.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Page PSAPs' operating bills by the State, then the City of Page agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Page agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Page shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent allowed under Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works

under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2021 and terminate on June 30, 2022.

B. This agreement may be renewed or amended by mutual agreement of the parties for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance
Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the

e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Type
Contractual							
Wireless Phase 2							
	(Page)	AZ Telephone Co	1	$4,932.00	$4,932.00	$4,932.00	Direct Cost
	(Page)	AZ Telephone Co	1	$7,759.00	$7,759.00	$7,759.00	Direct Cost
	(Flagstaff)	Frontier	1	$6,961.00	$6,961.00	$6,961.00	Direct Cost
	(Page)	Comnet	1	$14,183.00	$14,183.00	$14,183.00	Direct Cost
Century Link Wireline Trunks							
	(Flagstaff)	Century Link	1	$8,339.00	$8,339.00	$8,339.00	Direct Cost
	(Flagstaff)	Century Link	1	$1,393.00	$1,393.00	$1,393.00	Direct Cost
	(Flagstaff)	Century Link	1	$3,620.00	$3,620.00	$3,620.00	Direct Cost
	(Flagstaff)	Century Link	1	$13,661.00	$13,661.00	$13,661.00	Direct Cost
NG911/Managed Services							
	Century Link	Grand Canyon	1	$51,404.00	$51,404.00	$51,404.00	Direct Cost
	Century Link	Flagstaff Police	1	$267,246.00	$267,246.00	$267,246.00	Direct Cost
	Century Link	Williams Police	1	$53,459.00	$53,459.00	$53,459.00	Direct Cost
	Century Link	Page Police	1	$52,845.00	$52,845.00	$52,845.00	Direct Cost
Legacy System							
Glen Canyon	Glen Canyon		1	$5,237.00	$5,237.00	$5,237.00	Direct Cost
Glen Canyon Maintenance			1	$18,799.00	$18,799.00	$18,799.00	Direct Cost
Contractual Total			**15**	**$509,838.00**	**$509,838.00**	**$509,838.00**	

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03A

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in

which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:

6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
GIS Accuracy Report	June 25, 2022

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $533,943.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$523,448.00

Construction	$0.00
Admin	$10,495.00
Total	$533,943.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration

Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date

Arizona Department of Administration

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Williams

This intergovernmental agreement ("Agreement") is entered into this _____ day of _____, 2021, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

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

1. Purpose
The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement
The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Williams will provide the necessary information to the City of Flagstaff, ten (10) days prior to the

date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Williams. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the City Of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted fifty-three thousand four hundred and fifty-nine dollars ($53,459.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Williams PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2021 and terminate on June 30, 2022.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance \

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT

FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Attorney's Approval:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Type
Contractual							
Wireless Phase 2							
	(Page)	AZ Telephone Co	1	$4,932.00	$4,932.00	$4,932.00	Direct Cost
	(Page)	AZ Telephone Co	1	$7,759.00	$7,759.00	$7,759.00	Direct Cost
	(Flagstaff)	Frontier	1	$6,961.00	$6,961.00	$6,961.00	Direct Cost
	(Page)	Comnet	1	$14,183.00	$14,183.00	$14,183.00	Direct Cost
Century Link Wireline Trunks							
	(Flagstaff)	Century Link	1	$8,339.00	$8,339.00	$8,339.00	Direct Cost
	(Flagstaff)	Century Link	1	$1,393.00	$1,393.00	$1,393.00	Direct Cost
	(Flagstaff)	Century Link	1	$3,620.00	$3,620.00	$3,620.00	Direct Cost
	(Flagstaff)	Century Link	1	$13,661.00	$13,661.00	$13,661.00	Direct Cost
NG911/Managed Services							
	Century Link	Grand Canyon	1	$51,404.00	$51,404.00	$51,404.00	Direct Cost
	Century Link	Flagstaff Police	1	$267,246.00	$267,246.00	$267,246.00	Direct Cost
	Century Link	Williams Police	1	$53,459.00	$53,459.00	$53,459.00	Direct Cost
	Century Link	Page Police	1	$52,845.00	$52,845.00	$52,845.00	Direct Cost
Legacy System							
Glen Canyon	Glen Canyon		1	$5,237.00	$5,237.00	$5,237.00	Direct Cost
Glen Canyon Maintenance			1	$18,799.00	$18,799.00	$18,799.00	Direct Cost
Contractual Total			**15**	**$509,838.00**	**$509,838.00**	**$509,838.00**	

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-03A

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
GIS Accuracy Report	June 25, 2022

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $533,943.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$523,448.00
Construction	$0.00
Admin	$10,495.00
Total	$533,943.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

    10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

    10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

    10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
City of Flagstaff – Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory — Date

Printed Name and Title

Additional signature(s) if required by political subdivision — Date

Printed Name and Title — Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration — Date

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	06/16/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-18: An Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Beulah/University Roadway Project; providing for delegation of authority, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the July 6th, 2021 Council Meeting:

1) Read Ordinance No. 2021-18 by title only for the first time
2) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)

At the August 24th, 2021 Council Meeting:

3) Read Ordinance No. 2021-18 by title only for the final time
4) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)
5) Adopt Ordinance No. 2021-18

Executive Summary:

The City has determined that it is necessary to obtain additional property interests for the Beulah/University Roadway Project. Adoption of this ordinance will authorize the acquisition of the real property interests for the project, as required by the Flagstaff City Charter.

A public/private partnership (P3) between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC, commonly known as the Mill Town project was entered into in order to, in part, enable the extension of Beulah Boulevard to University Avenue and the realignment of University Avenue. The P3 has resulted in many agreements detailed in the background/history.

The Mill Town Final Plat, a result of the P3, approved on December 3, 2019, delivers most of the right-of-way required for this project. The related Development Agreement between the City and Vintage Partners, LLC, governs the acquisition of any additional easements or rights-of-ways required for the project, specifically providing the City the opportunity to obtain all required property interests, if necessary.

Financial Impact:

The Beulah /University Roadway Project is currently budgeted in FY2021-2022 in the amount of $7,355,616 in the Transportation Fund.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan Goal T.2 -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

There have been many previous City Council actions related to this project as outlined in the Background/History.

Options and Alternatives:

1. Approve ordinance
2. Do not approve property acquisitions, and provide other direction.

Background/History:

On May 16, 2000, the voters of Flagstaff passed proposition 403 which established the local transportation tax 2000 to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as “missing links” within the overall transportation network. The exhibit for proposition 403 showed an alignment for these roadways similar to the current proposal. The transportation tax has been collected on a pay-as-you-go basis with a total of $7.375 million allocated for these transportation improvements. These funds became 100% available as of July 1, 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the “Fresquez Parcel” for approximately $2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment, the ADOT District Offices

and Regional Laboratory need to be relocated.

Following the acquisition of the Fresquez parcel, the City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July 2009, the Arizona P3 (Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which will free up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012, and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private sector partner was Vintage Partners, who proposed to relocate the ADOT facilities to the former Harkins Theater on Woodlands Village Boulevard. The P3 project was formalized through a Pre-Development Agreement (PDA) between Vintage, the City, and ADOT in December 2014. The PDA provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

On August 21, 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term to December 31, 2017; on December 19, 2017, a Second Amendment was approved that extended the term to March 31, 2018; on March 20, 2018, a Third Amendment was approved that extended the term to June 30, 2018.

On April 17, 2018, City Council approved the Development Agreement (DA) between The City and Vintage Partners. The DA provides for the sequence of approvals to facilitate the conveyance of the City Property to ADOT, the relocation of ADOT to the former Harkins Site, and the recordation of the final plat. It acknowledges that other agreements, including an Inter-Governmental Agreement between the City and ADOT, and an Implementation Agreement between ADOT and Vintage, will also speak to the timing and conditions for the property transfers from the City to ADOT, and ADOT to Vintage.

On August 18, 2018, City Council approved an IGA between the City and ADOT in order to facilitate the completion of the project.

On December 3rd, 2019, City Council approved the Mill Town Final Plat.

Key Considerations:

The property acquisitions will enable the CIty to complete planned roadway improvements.

Community Benefits and Considerations:

The University/Beulah roadway improvements have been identified as an important project to incrementally address the existing congestion problem on Milton Road.

Community Involvement:

Inform - The public voiced opinions on the proposed P3/Mill Town project during a public hearing which occurred prior to the rezone and development agreement which were approved by the City Council on April 17, 2018.
Involve - Public participation was included in the rezoning process.
Collaborate - P3/Mill Town is certainly a collaboration between the State, City, and Vintage Partners, LLC, a private company, and the public who commented during the public hearing on the rezoning.
Empower - The voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the $7.4 million programed in the Capital program for the University/Beulah roadway improvements.

Attachments: Presentation
Ord. 2021-18
Ordinance Exhibit 1
Ordinance Exhibit 2
Ordinance Exhibit 3

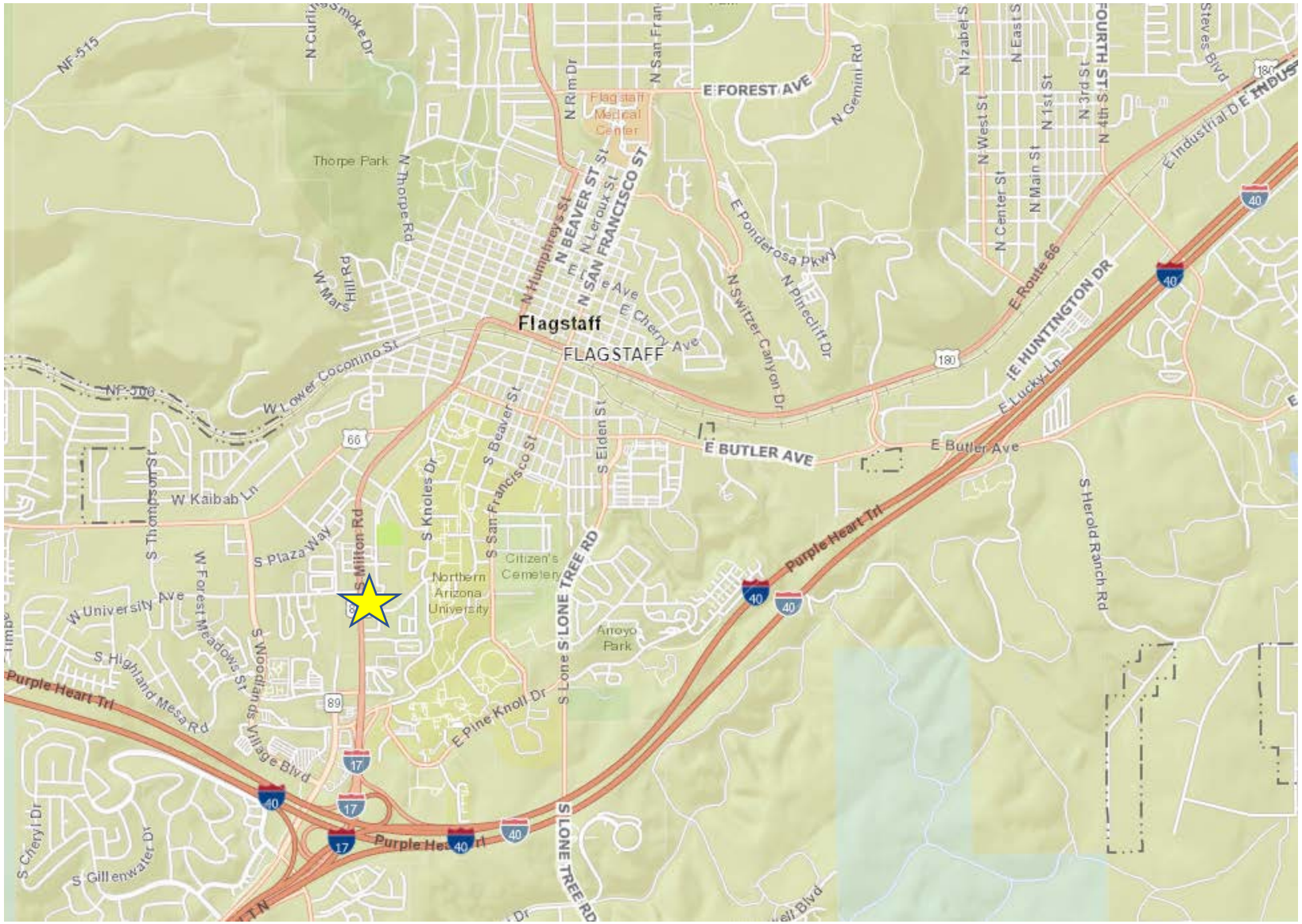
Beulah Extension/University Roadway Project

Property Acquisition

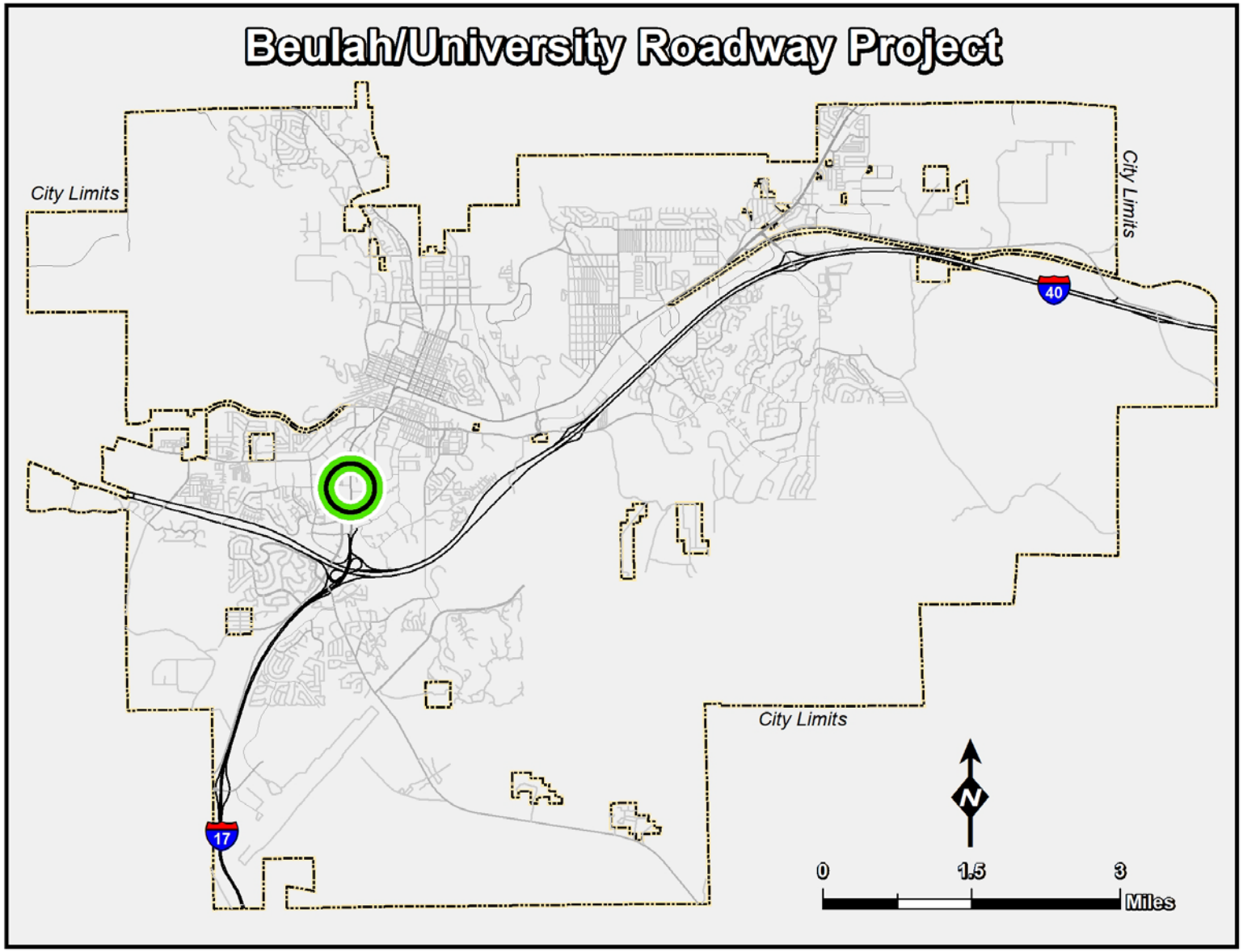
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

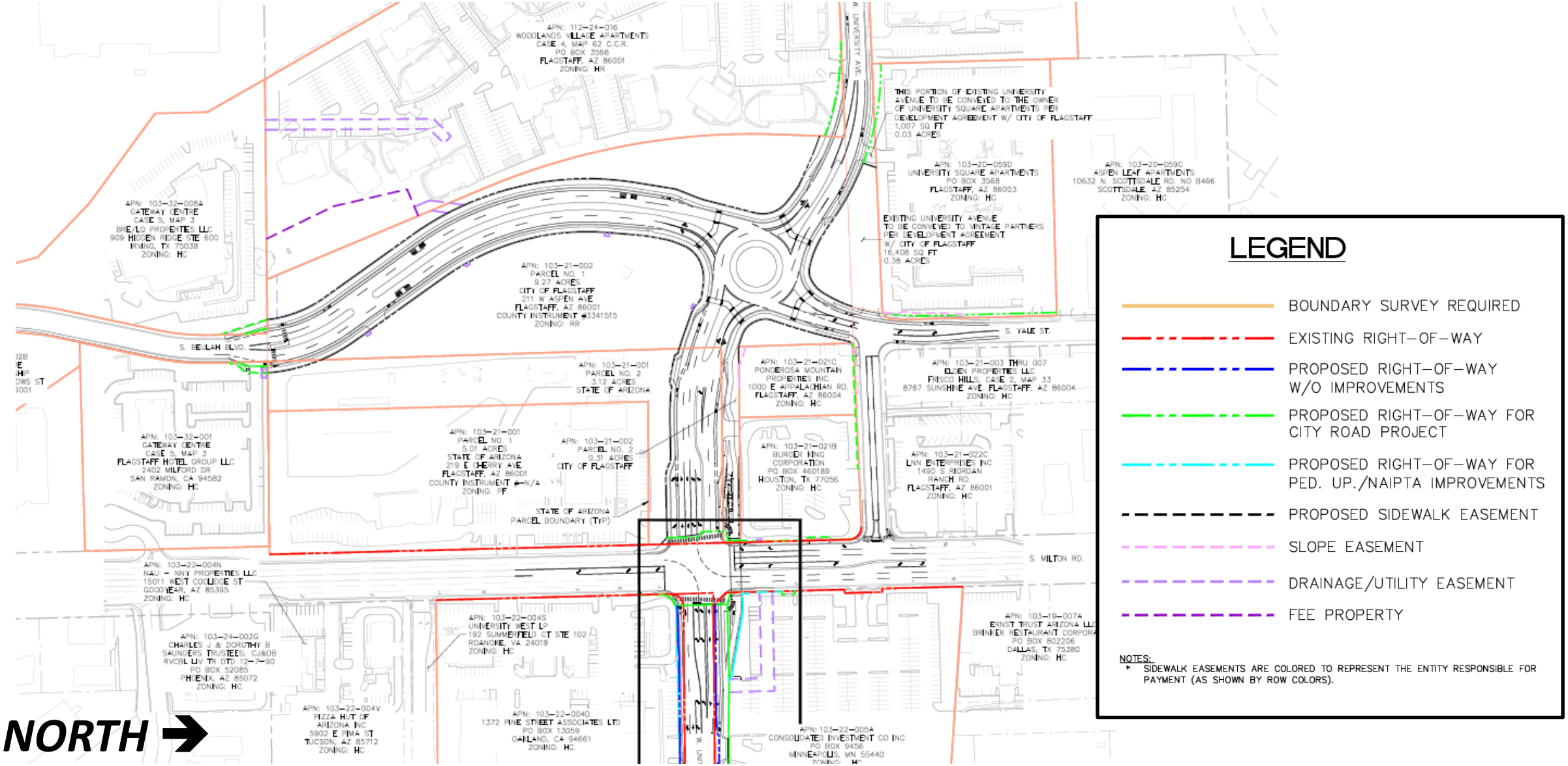
Vicinity Map



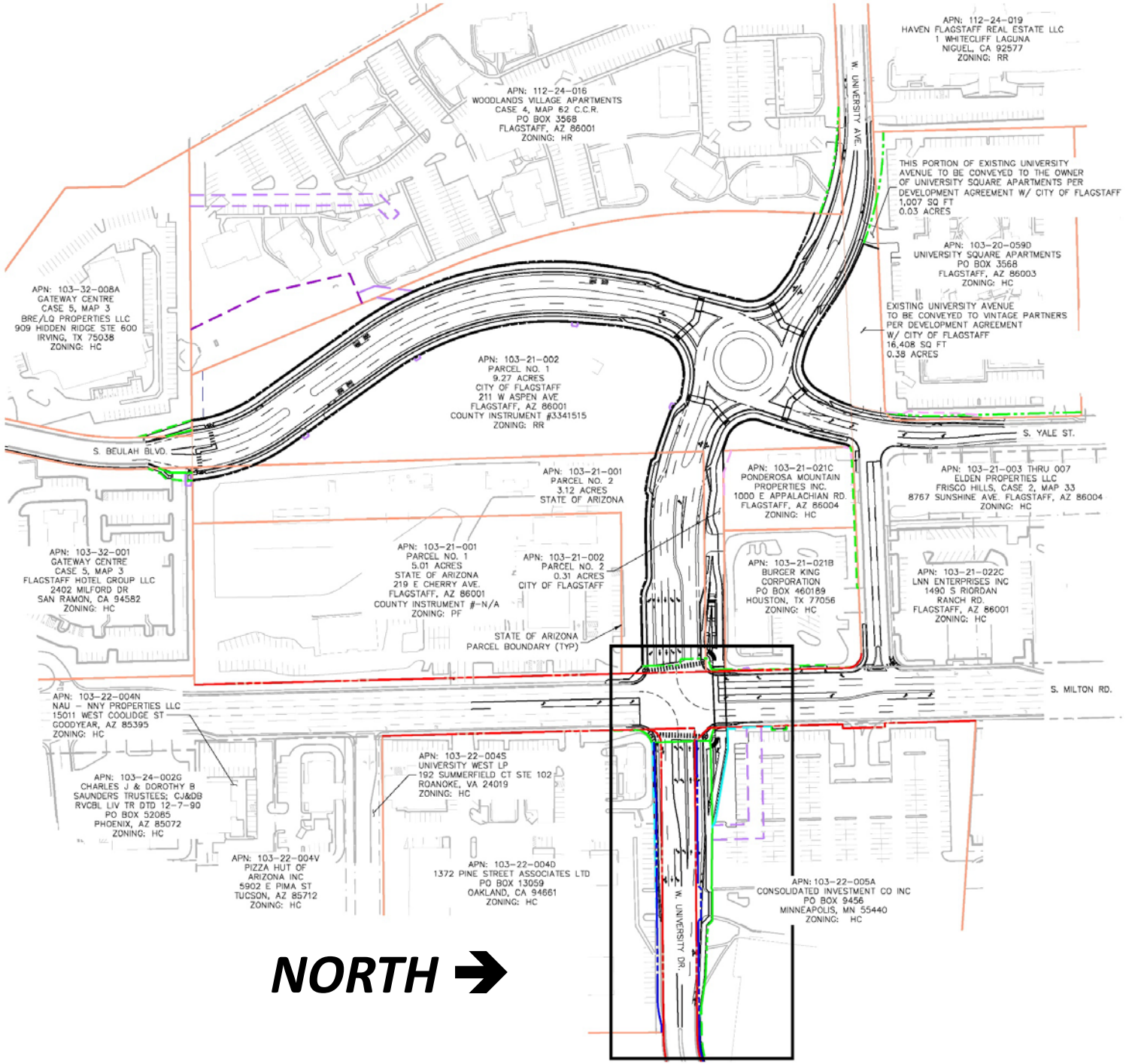
Vicinity Map



Current Design Overview



Current Design Overview

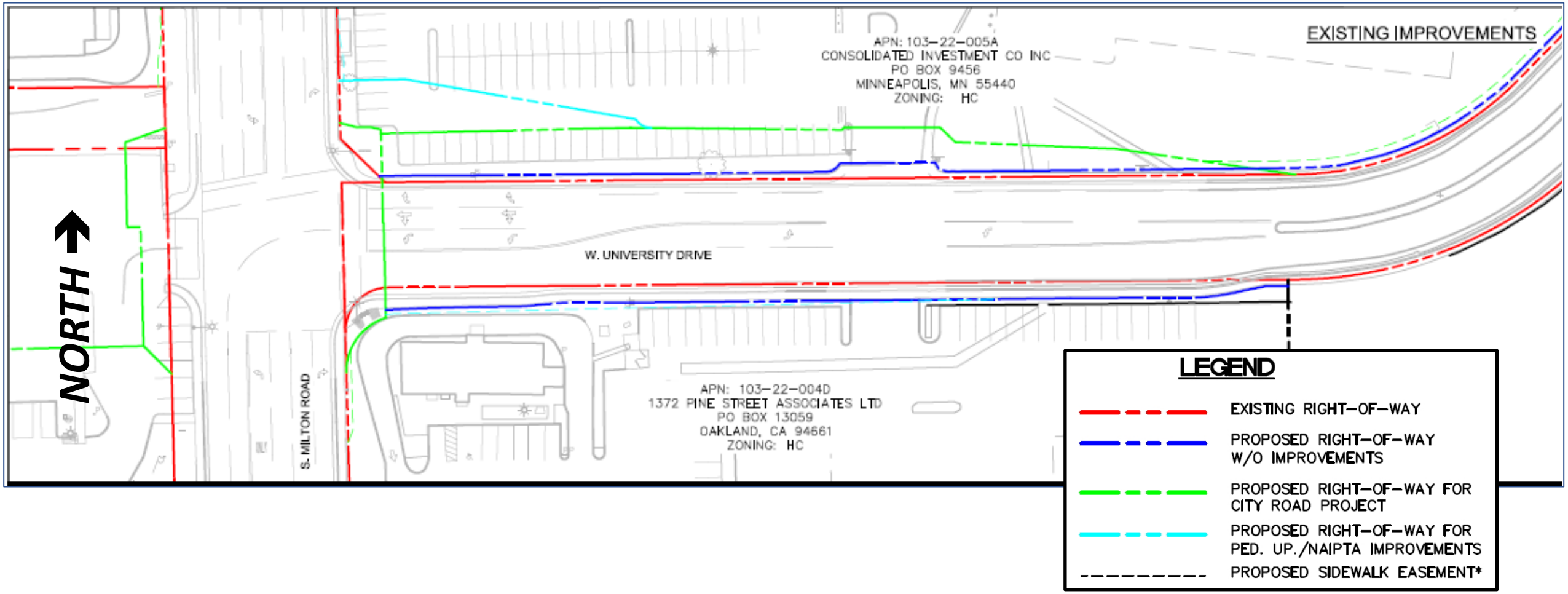


LEGEND

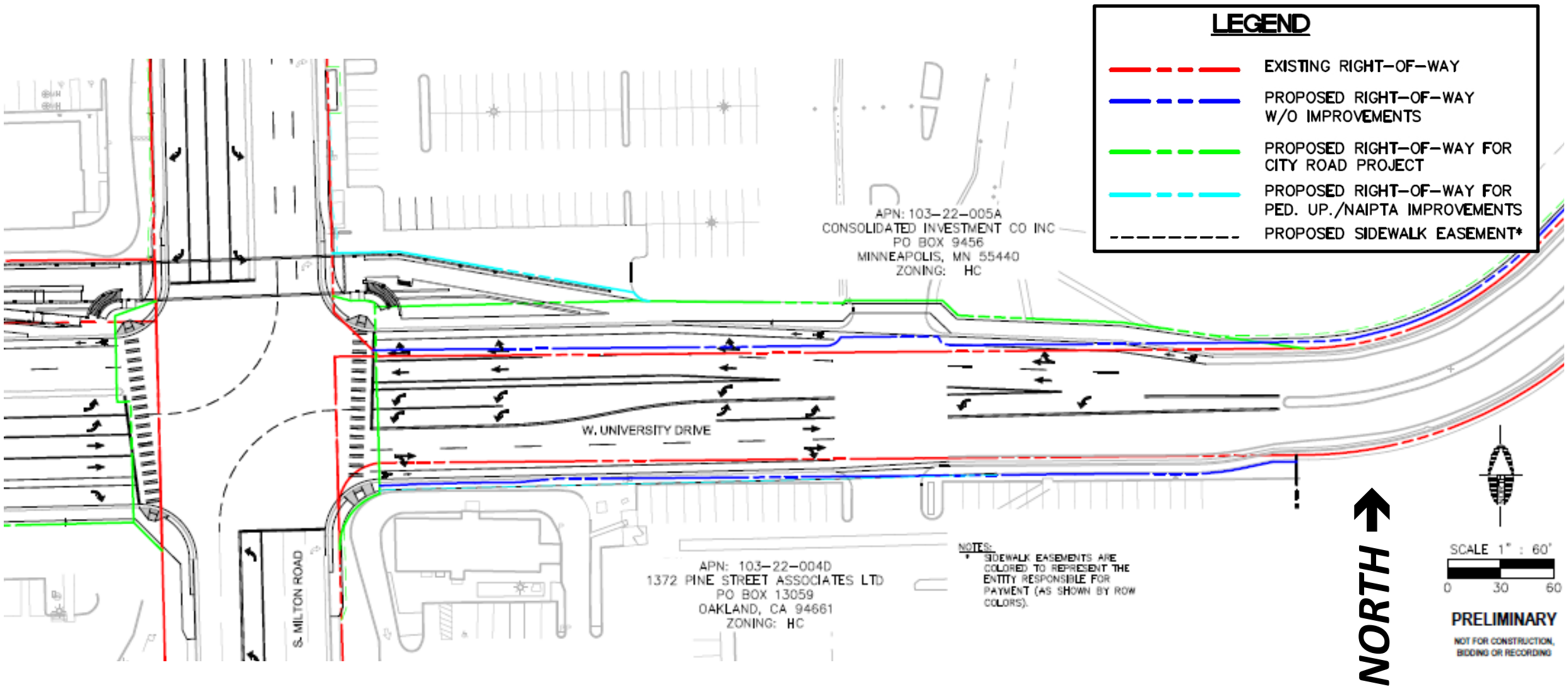
- BOUNDARY SURVEY REQUIRED
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY W/O IMPROVEMENTS
- PROPOSED RIGHT-OF-WAY FOR CITY ROAD PROJECT
- PROPOSED RIGHT-OF-WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- PROPOSED SIDEWALK EASEMENT
- SLOPE EASEMENT
- DRAINAGE/UTILITY EASEMENT
- FEE PROPERTY

NOTES:
* SIDEWALK EASEMENTS ARE COLORED TO REPRESENT THE ENTITY RESPONSIBLE FOR PAYMENT (AS SHOWN BY ROW COLORS).

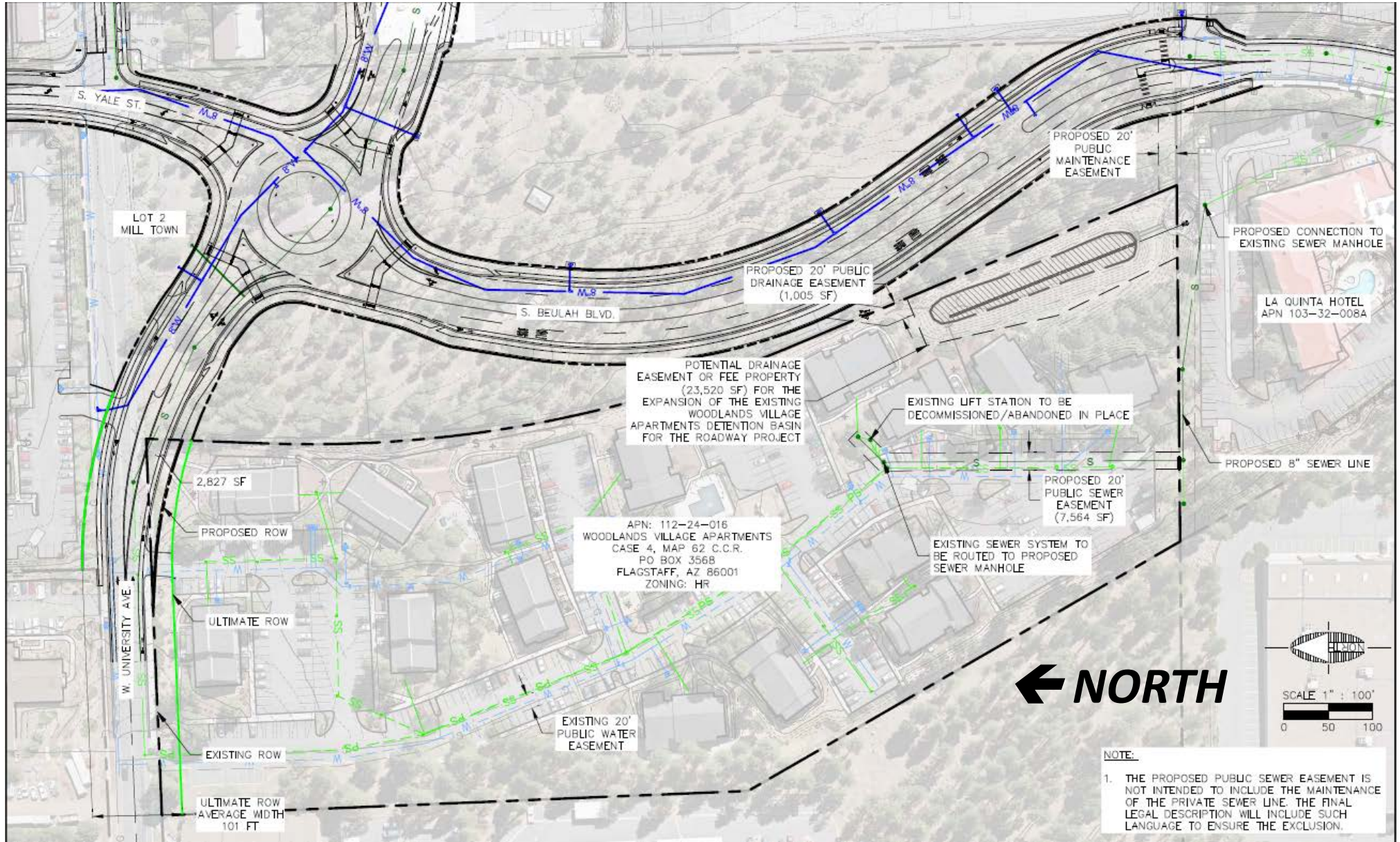
University Drive Design



University Drive Design



Beulah Drive Design



Questions and Discussion?

ORDINANCE NO. 2021-18

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE BEULAH/UNIVERSITY ROADWAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article I, Section 3 of the Flagstaff City Charter, the City has the power and authority to acquire real property as well as easements running over and across real property; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, acquisition of real property is to be approved by ordinance; and

WHEREAS, the City Engineer and design engineers have determined it is necessary to acquire certain real property interests for the Beulah/University Roadway Project; and

WHEREAS, the Beulah/University Roadway Project calls for the following improvements: new roadway construction, including a roundabout – with significant grading work, pedestrian underpass under Milton Road/Highway 89, replacing existing water and sewer mains, water and sewer services, stormwater improvements, and edge improvements (including but not limited to curb and gutter, sidewalk) for the entire Project limits.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of the real property and easements located in the City of Flagstaff, Coconino County as listed in the chart attached hereto as Exhibit 1, generally shown in the map attached hereto as Exhibit 2, legally described in Exhibit 3 and/or as may be adjusted with approval of the City Engineer to conform with the final plans for the Beulah/University Roadway Project ("the Property Interests"). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication or condemnation for a public use.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property Interests and to carry out the purpose and intent of this ordinance.

The City Manager, in consultation with the Real Estate Manager and City Attorney, shall have authority to enter into purchase contracts for acquisition of Property Interests of up $50,000

without further Council action. Any purchase contract for a price of $50,000 or greater is subject to City Council approval.

SECTION 3. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City 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 24th day of August, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit 1 Chart
Exhibit 2 Overview Map
Exhibit 3 Legal descriptions for property interests to be acquired, including maps

EXHIBIT 1
CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Sqaure Footage	Property Interest Being Acquired
BU-01	1,423 square feet off the southwestern corner of parcel 103-20-059D; generally shown on Exhibit 2	**University Square Apartments** PO BOX 3568, Flagstaff, AZ 86003	1,423	Right of Way
BU-02	2,369 square feet off the eastern side of parcel 103-20-059D; generally shown on Exhibit 2	**University Square Apartments** PO BOX 3568, Flagstaff, AZ 86003	2,369	Right of Way
BU-03	1,036 square feet within parcel 103-20-059D; generally shown on Exhibit 2	**University Square Apartments** PO BOX 3568, Flagstaff, AZ 86003	1,036	Public Utility Easement
BU-04	492 square feet within parcel 112-24-016; generally shown on Exhibit 2	**Woodland Village Apartments** PO Box 3568, Flagstaff, AZ 86003	492	Drainage Easement
BU-05	See attached legal description	**Woodland Village Apartments** PO Box 3568, Flagstaff, AZ 86003	23,520	Drainage Easement / Fee Simple
BU-06	See attached legal description	**Woodland Village Apartments** PO Box 3568, Flagstaff, AZ 86003	2,827	Right of Way
BU-07	6,770 square feet within parcel 112-24-016; generally shown on Exhibit 2	**Woodland Village Apartments** PO Box 3568, Flagstaff, AZ 86003	6,770	Public Sewer Easement
BU-08	699 square feet within 112-24-016; generally shown on Exhibit 2	**Woodland Village Apartments** PO Box 3568, Flagstaff, AZ 86003	699	Drainage Easement
BU-09	See attached legal description	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	2,109	Right of Way

EXHIBIT 1
CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Sqaure Footage	Property Interest Being Acquired
BU-10	See attached legal description	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	10,226	Right of Way
BU-11	3,415 square feet; generally shown on Exhibit 2	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	3,415	Right of Way
BU-12	6,885 square feet; generally shown on Exhibit 2	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	6,885	Utility Easement
BU-13	303 square feet; generally shown on Exhibit 2	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	303	Sidewalk and Bus Easement
BU-14	3,774 square feet; generally shown on Exhibit 2	**CONSOLIDATED INVESTMENT CO INC** PO BOX 9456 MINNEAPOLIS, MN 55440	3,774	Sidewalk Easement
BU-15	1,342 square feet within parcel 103-21-021B ; generally shown on Exhibit 2	**BURGER KING CORPORATION 1765** PO BOX 460189 HOUSTON, TX 77056	1,342	Sidewalk Easement
BU-16	Partial acquisition of parcel 103-32-001 for roadway purposes; generally shown on Exhibit 2	**SHREEJI FLAGSTAFF LLC** 2005 S MILTON RD FLAGSTAFF, AZ 86001		Right of Way
BU-17	Partial acquisition of parcel 103-32-002B for roadway purposes; generally shown on Exhibit 2	**HSUAN PARTNERSHIP** 360 W FOREST MEADOWS ST FLAGSTAFF, AZ 86001		Right of Way
BU-18	Partial acquisition of parcel 103-32-008A for roadway purposes; generally shown on Exhibit 2	**BRE/LQ PROPERTIES LLC** 125 E JOHN CARPENTER FREEWAY STE 1650 IRVING, TX 75062		Right of Way

EXHIBIT 1
CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Sqaure Footage	Property Interest Being Acquired
BU-19	415 square feet of parcel 103-32-008A for fill slope purposes; generally shown on Exhibit 2	**BRE/LQ PROPERTIES LLC** 125 E JOHN CARPENTER FREEWAY STE 1650 IRVING, TX 75062	415	Fill Slope Easement
BU-20	10,806 square feet within parcel 103-21-026; generally shown on Exhibit 2	**VP CINEMA LLC** 2502 E CAMELBACK RD NO 214 PHOENIX, AZ 85016	10,806	Fill Slope Easement
BU-21	1,036 square feet within parcel 103-21-026; generally shown on Exhibit 2	**VP CINEMA LLC** 2502 E CAMELBACK RD NO 214 PHOENIX, AZ 85016	1,036	Utility Easement
BU-22	5,819 square feet within parcel 103-22-004D; generally shown on Exhibit 2	**1372 PINE STREET ASSOCIATES LTD** PO BOX 13059 OAKLAND, CA 94661	5,819	Right of Way

Exhibit 2

PLOTTED: Sep 19, 2019–5:04pm

W. FOREST MEADOWS ST.

APN: 103–32–008A
GATEWAY CENTRE
CASE 5, MAP 3
BRE/LQ PROPERTIES LLC
909 HIDDEN RIDGE STE 600
IRVING, TX 75038
ZONING: HC

APN: 103–32–002B
GATEWAY CENTRE
HSUAN PARTNERSHIP
260 W FOREST MEADOWS ST
FLAGSTAFF, AZ 86001
ZONING: HC

APN: 103–32–001
GATEWAY CENTRE
CASE 5, MAP 3
FLAGSTAFF HOTEL GROUP LLC
2402 MILFORD DR
SAN RAMON, CA 94582
ZONING: HC

APN: 112–24–016
WOODLANDS VILLAGE APARTMENTS
CASE 4, MAP 62 C.C.R.
PO BOX 3568
FLAGSTAFF, AZ 86001
ZONING: HR

APN: 112–24–019
HAVEN FLAGSTAFF REAL ESTATE LLC
1 WHITECLIFF LAGUNA
NIGUEL, CA 92577
ZONING: RR

W. UNIVERSITY AVE.

THIS PORTION OF EXISTING UNIVERSITY AVENUE TO BE CONVEYED TO THE OWNER OF UNIVERSITY SQUARE APARTMENTS PER DEVELOPMENT AGREEMENT W/ CITY OF FLAGSTAFF
1,007 SQ FT
0.03 ACRES

APN: 103–20–059D
UNIVERSITY SQUARE APARTMENTS
PO BOX 3568
FLAGSTAFF, AZ 86003
ZONING: HC

APN: 103–20–059C
ASPEN LEAF APARTMENTS
10632 N. SCOTTSDALE RD. NO B466
SCOTTSDALE, AZ 85254
ZONING: HC

EXISTING UNIVERSITY AVENUE TO BE CONVEYED TO VINTAGE PARTNERS PER DEVELOPMENT AGREEMENT W/ CITY OF FLAGSTAFF
16,408 SQ FT
0.38 ACRES

APN: 103–21–002
PARCEL NO. 1
9.27 ACRES
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001
COUNTY INSTRUMENT #3341515
ZONING: RR

S. BEULAH BLVD.

S. YALE ST.

APN: 103–21–001
PARCEL NO. 2
3.12 ACRES
STATE OF ARIZONA

APN: 103–21–001
PARCEL NO. 1
5.01 ACRES
STATE OF ARIZONA
219 E CHERRY AVE.
FLAGSTAFF, AZ 86001
COUNTY INSTRUMENT #–N/A
ZONING: PF

APN: 103–21–002
PARCEL NO. 2
0.31 ACRES
CITY OF FLAGSTAFF

STATE OF ARIZONA PARCEL BOUNDARY (TYP)

APN: 103–21–021C
PONDEROSA MOUNTAIN PROPERTIES INC.
1000 E APPALACHIAN RD.
FLAGSTAFF, AZ 86004
ZONING: HC

APN: 103–21–021B
BURGER KING CORPORATION
PO BOX 460189
HOUSTON, TX 77056
ZONING: HC

APN: 103–21–003 THRU 007
ELDEN PROPERTIES LLC
FRISCO HILLS, CASE 2, MAP 33
8767 SUNSHINE AVE. FLAGSTAFF, AZ 86004
ZONING: HC

APN: 103–21–022C
LNN ENTERPRISES INC
1490 S RIORDAN RANCH RD.
FLAGSTAFF, AZ 86001
ZONING: HC

S. MILTON RD.

APN: 103–22–004N
NAU – NNY PROPERTIES LLC
15011 WEST COOLIDGE ST
GOODYEAR, AZ 85395
ZONING: HC

APN: 103–24–002G
CHARLES J & DOROTHY B SAUNDERS TRUSTEES; C&DB RVCBL LIV TR DTD 12–7–90
PO BOX 52085
PHOENIX, AZ 85072
ZONING: HC

APN: 103–22–004S
UNIVERSITY WEST LP
192 SUMMERFIELD CT STE 102
ROANOKE, VA 24019
ZONING: HC

APN: 103–22–004V
PIZZA HUT OF ARIZONA INC
5902 E PIMA ST
TUCSON, AZ 85712
ZONING: HC

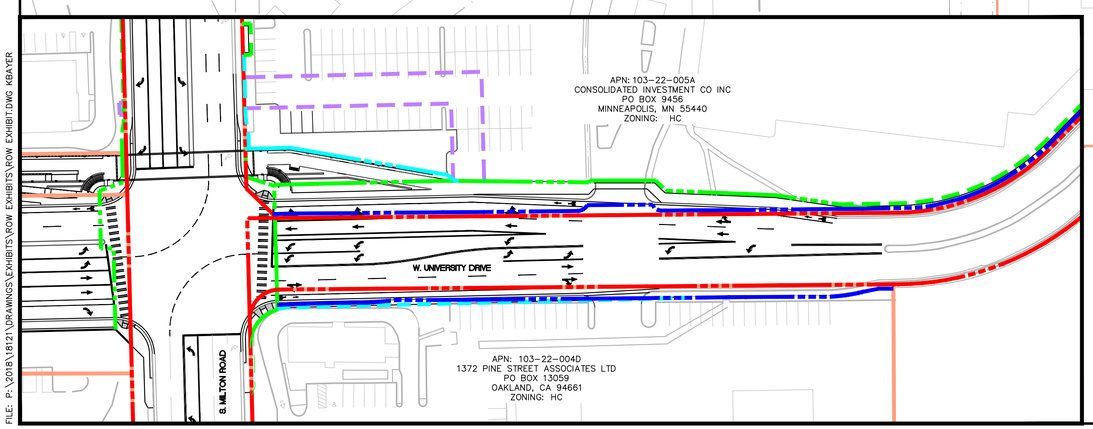
APN: 103–22–004D
1372 PINE STREET ASSOCIATES LTD
PO BOX 13059
OAKLAND, CA 94661
ZONING: HC

APN: 103–19–007A
ERNST TRUST ARIZONA LLC
BRINKER RESTAURANT CORPORATION
PO BOX 802206
DALLAS, TX 75380
ZONING: HC

W. UNIVERSITY DR.

APN: 103–22–005A
CONSOLIDATED INVESTMENT CO INC
PO BOX 9456
MINNEAPOLIS, MN 55440
ZONING: HC

SEE INSET



LEGEND

- BOUNDARY SURVEY REQUIRED
- EXISTING RIGHT–OF–WAY
- PROPOSED RIGHT–OF–WAY W/O IMPROVEMENTS
- PROPOSED RIGHT–OF–WAY FOR CITY ROAD PROJECT
- PROPOSED RIGHT–OF–WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- PROPOSED SIDEWALK EASEMENT
- SLOPE EASEMENT
- DRAINAGE/UTILITY EASEMENT
- FEE PROPERTY

NOTES:
1. SIDEWALK EASEMENTS ARE COLORED TO REPRESENT THE ENTITY RESPONSIBLE FOR PAYMENT (AS SHOWN BY ROW COLORS).

NORTH

SCALE 1" : 100'
0 50 100

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2018\18121\DRAWINGS\EXHIBITS\ROW EXHIBITS\ROW EXHIBIT.DWG KBAYER

FLAGSTAFF
ARIZONA

BEULAH & UNIVERSITY

ROW EXHIBIT
PROPOSED CONDITIONS

JOB NO:	18121
DATE:	SEP 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI/KMF

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swgz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
EX03

SHT NO. 3 OF 3

Exhibit 3

LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of Tract 'B', Woodlands Village Unit One as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said Tract 'B', said point being in common with the southwest corner of Parcel No. 1 as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), and the **POINT OF BEGINNING**;

Thence along the easterly property line of said Tract 'B', North 22°42'39" West (Basis of Bearing, R1), 329.07 feet;

Thence leaving said easterly line, South 67°17'21" West, 57.88 feet;

Thence South 12°59'31" East, 151.10 feet;

Thence South 25°52'42" East, 149.78 feet to a point on the south line of said Tract 'B';

Thence along said south line, North 89°26'37" East, 81.10 feet to the **POINT OF BEGINNING**;

Containing 23,520 square feet, or 0.540 Acres, more or less.

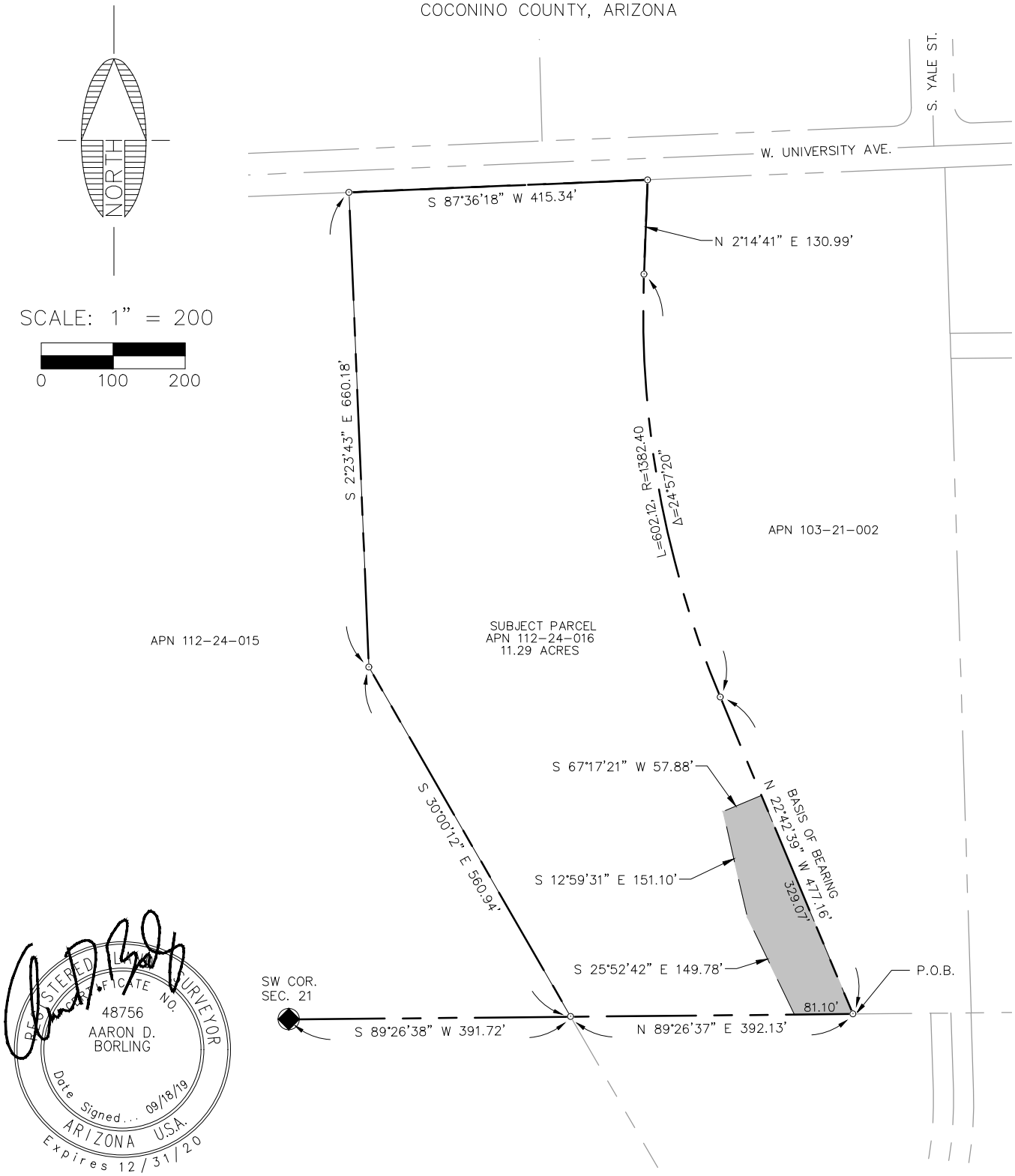
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 09/18/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=200'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Sep 18, 2019-4:08pm
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LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of Tract 'B', Woodlands Village Unit One as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Tract 'B', said point being in common with the northwest corner of Parcel No. 1 as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), and the south Right-of-Way line of West University Avenue as shown on R1, and the **POINT OF BEGINNING**;

Thence along the north line of said Tract 'B', and said Right-of-Way line, South 87°36'18" West (Basis of Bearing, R1), 191.42 feet;

Thence leaving said Right-of-Way line, South 86°55'17" East, 35.12 feet to the beginning of a non-tangent curve concave to the south having a radius of 482.02 feet, and being subtended by a chord which bears South 78°38'12" East, 157.67 feet;

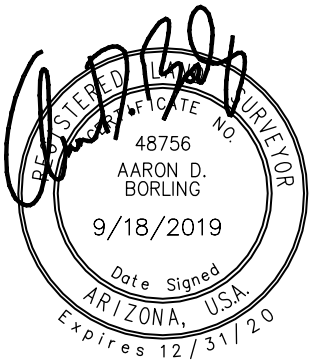
Thence easterly along said curve 158.38 feet through a central angle of 18°49'35" to a point on the east line of said Tract 'B';

Thence along said east line, North 2°14'41" East, 40.98 feet to the **POINT OF BEGINNING**;

Containing 2,827 square feet, or 0.065 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

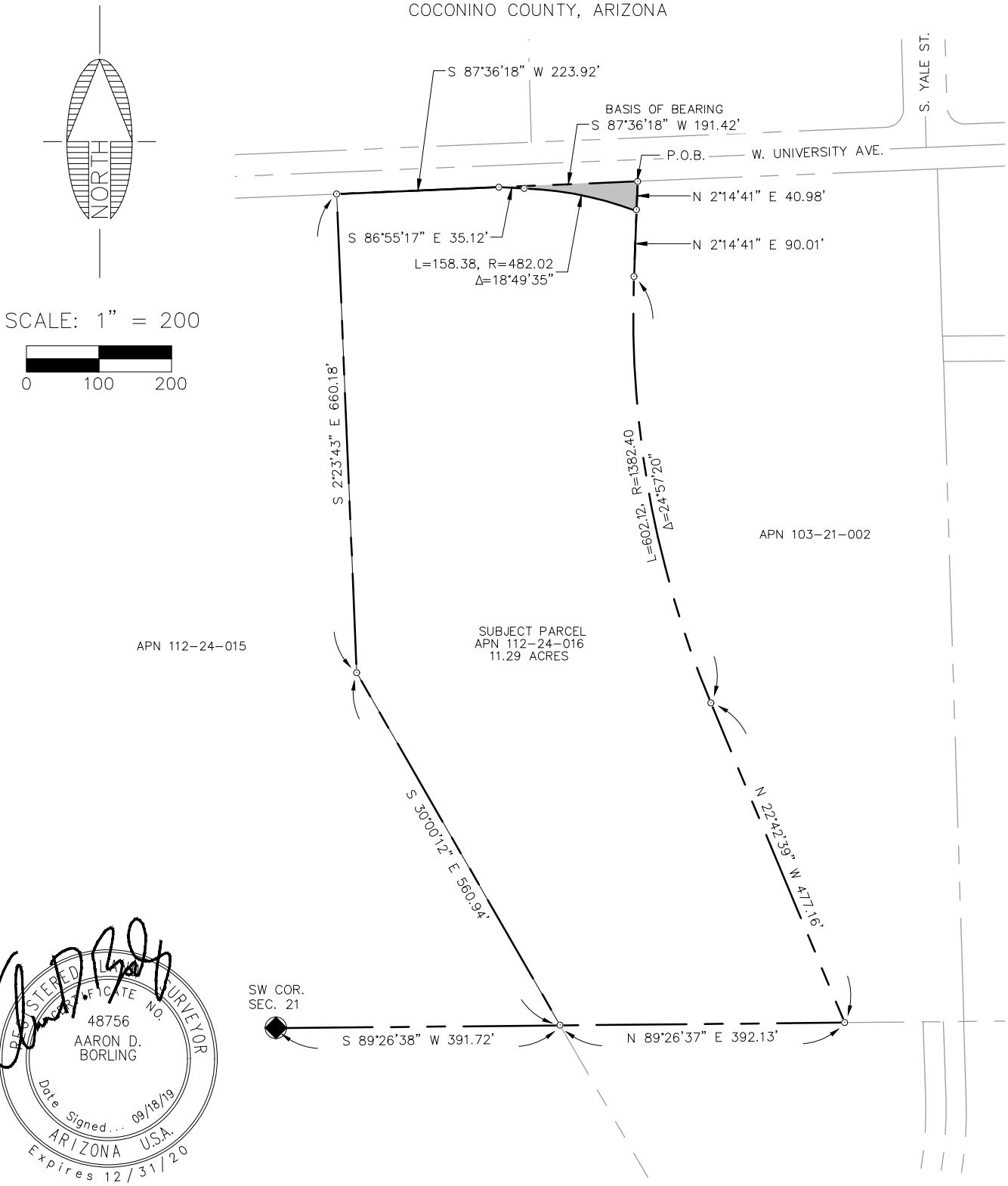
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Sep 18, 2019–3:13pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 09/18/19
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=200'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\WA EXHIBIT B.dwg <<C3D_Imperial>>

BU-09
BU-10

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/23/2019

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 (herein referred to as R1) and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence leaving said Right-of-Way line, North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 255.43 feet to a point on the southwesterly property line of said parcel;

Thence along said southwesterly line, South 45°51'59" East, 4.98 feet to the **POINT OF BEGINNING**;

Containing 2,109 square feet, or 0.048 Acres, more or less.

Parcel 2:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel North 45°51'59" West, 4.98 to the **POINT OF BEGINNING**;

Thence continuing along said southwesterly line, North 45°51'59" West, 30.68 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°28'52" West, 6.52 feet;

Thence leaving said Right-of-Way line, North 89°28'30" East, 23.52 feet;

Thence South 01°21'41" East, 3.66 feet;

Thence North 88°38'19" East, 143.17 feet;

Thence South 89°22'35" East, 11.18 feet;

Thence South 89°22'57" East, 109.11 feet;

Thence North 43°38'19" East, 2.03 feet;

Thence South 90°00'00" East, 54.76 feet;

Thence South 46°21'41" East, 12.18 feet;

Thence South 87°34'30" East, 92.26 feet;

Thence South 81°52'07" East, 80.19 feet;

Thence South 89°30'08" West, 176.02 feet;

Thence North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 255.43 feet to the **POINT OF BEGINNING**;

Containing 10,226 square feet, or 0.235 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

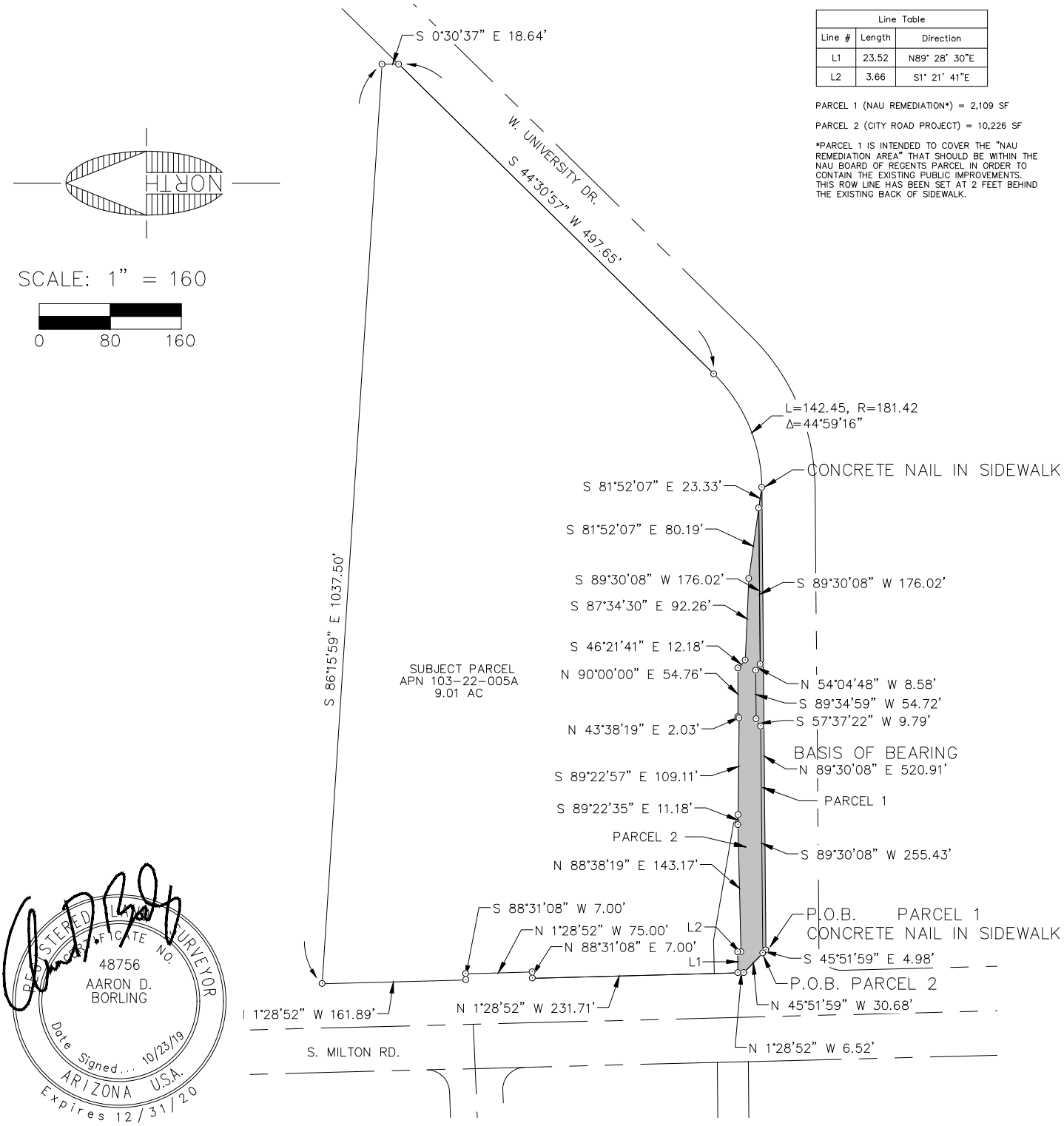


This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

PLOTTED: Oct 23, 2019 - 4:46pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Line Table		
Line #	Length	Direction
L1	23.52	N89° 28' 30"E
L2	3.66	S1° 21' 41"E

PARCEL 1 (NAU REMEDIATION*) = 2,109 SF

PARCEL 2 (CITY ROAD PROJECT) = 10,226 SF

*PARCEL 1 IS INTENDED TO COVER THE "NAU REMEDIATION AREA" THAT SHOULD BE WITHIN THE NAU BOARD OF REGENTS PARCEL IN ORDER TO CONTAIN THE EXISTING PUBLIC IMPROVEMENTS. THIS ROW LINE HAS BEEN SET AT 2 FEET BEHIND THE EXISTING BACK OF SIDEWALK.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 2019
SCALE	1"=160'
DRAWN	KMF
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

FILE: P:\2018\18121\Survey\Legal Descriptions\TARGET CITY RD ROW EXHIBIT B.dwg SWI-C3D-18

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Gaillard, Fire Chief
Date:	06/22/2021
Meeting Date:	07/06/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-39: A resolution extending an Intergovernmental Agreement (IGA) between the City of Flagstaff and the Lockett Ranch Fire District for fire and medical services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-39 by title only
2) City Clerk reads Resolution No. 2021-39 by title only (if approved above)
3) Adopt Resolution No. 2021-39

Executive Summary:

Staff recommends extending the IGA with the Lockett Ranches Fire District for 3 months to allow staff adequate time to work with the City Attorney's office to evaluate an interpretation of the City Code related to contracted services outside of City Limits. Extending the current IGA provides uninterrupted services for the Lockett Ranches Fire District during that time.

Financial Impact:

No Financial Impact. The contract will extend for three months under the terms of the existing IGA.

Policy Impact:

No Policy Impacts.

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 (SP)3.1/ (RP)CD.1

Regional Plan

Goal 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.

Has There Been Previous Council Decision on This:

The City of Flagstaff has been the provider of Fire and Medical Services to the Lockett Ranches since the 2006-2007 fiscal year.

Attachments: Res. 2021-39
IGA Extension

RESOLUTION NO. 2021-39

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LOCKETT RANCHES FIRE DISTRICT AND THE CITY OF FLAGSTAFF FOR AN EXTENSION OF THE EXISTING FIRE SERVICE AGREEMENT

RECITALS:

WHEREAS, the Lockett Ranches Fire District and City of Flagstaff desire to enter into an intergovernmental agreement for the purpose of extending the current fire service agreement; and

WHEREAS, the City wishes to request a modification of the City Ordinance that sets rates for fire service contracts and develop a new agreement; and

WHEREAS, the current agreement expires on June 20, 2021, and the parties wish to enter into a new agreement once there is consideration of modifying the contract rates.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Lockett Ranches Fire District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of July, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Intergovernmental Agreement

AMENDMENT

INTERGOVERNMENTAL AGREEMENT
between the
CITY OF FLAGSTAFF
and
LOCKETT RANCHES FIRE DISTRICT

The following amendment ("Amendment") is incorporated into and made a part of the Agreement between the City of Flagstaff ("City") and Lockett Ranches Fire District ("District") dated March 1, 2011 and the extension of that agreement dated December 22, 2014 (the "Agreements"). This Amendment is for the purpose of extending the duration of the Agreements for three months.

RECITALS

A. The City and the District entered an Intergovernmental Agreement on March 1, 2011 and an extension of that agreement on December 22, 2014. The purpose of this Amendment is to allow the City to continue to provide fire and emergency medical services to the District; and

B. Pursuant to Section 4.1.3 of the Agreement, the City and the District wish to extend the duration of the Agreement for three (3) months to allow the City to address contract rates within City Ordinance and develop a new agreement with Locket Ranches Fire District.

THEREFORE, for the reasons recited above, and in consideration of the mutual covenants contained in this Amendment, the City and the District agree as follows:

TERM

The term of the Agreements shall be extended for three (3) months from the present termination date of June 30, 2021 to September 30, 2021.

All other provisions of the Intergovernmental Agreement between the City and the District dated March 1, 2011 and the extension dated December 22, 2014 shall remain in effect for the length of the term stated in this Amendment.

City of Flagstaff	**Lockett Ranches Fire District**
Greg Clifton, City Manager	Chairperson
Attest:	Attest:
City Clerk	
Approved as to form:	Attorney's approval
City Attorney	Attorney for the District
	Date of Execution:

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/24/2021
Meeting Date:	07/06/2021

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Shimoni to place on a future agenda a discussion about unsheltered and vulnerable populations with the closure of the forests and the anti-camping ordinance.

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 Shimoni 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: