REGULAR COUNCIL MEETING
TUESDAY
JUNE 1, 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Work Session of January 26, 2021; Regular Meeting of March 16, 2021; Executive Session of March 26, 2021; Executive Session of March 30, 2021; Work Session of March 30, 2021; Executive Session of April 6, 2021; Executive Session of April 13, 2021; Work Session of April 27, 2021; Executive Session of May 4, 2021; and Executive Session of May 11, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session of January 26, 2021; Regular Meeting of March 16, 2021; Executive Session of March 26, 2021; Executive Session of March 30, 2021; Work Session of March 30, 2021; Executive Session of April 6, 2021; Executive Session of April 13, 2021; Work Session of April 27, 2021; Executive Session of May 4, 2021; and Executive Session of May 11, 2021.

5. PUBLIC PARTICIPATION

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

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Fry's Fuel Center #104," 1322 E. Route 66, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

B. **Consideration and Action on Liquor License Application:** Jacob Theodore Paulk "Cinders Liquors," 5620 N Highway 89, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

7. CONSENT ITEMS

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

A. **Consideration and Approval of 21/22 Insurance Program Renewal**

STAFF RECOMMENDED ACTION:

Accept the renewal premiums submitted by the Arizona Municipal Risk Retention Pool, and the Airport liability, flood and foreign travel carriers in the estimated amount of $1,863,585.

B. **Consideration and Approval of Final Plat:** Case No. PZ-1800113-03, Canyon Del Rio Investors, LLC requests Final Plat approval for Canyon Del Rio Phase 1 Final Block Plat, a subdivision consisting of 13 blocks, 4 tracts, and rights-of-ways on 262 acres, located at 3200 E Butler Avenue in the R1, Single-Family Residential zone, the MR, Medium-Density Residential zone, the HR, High-Density Residential zone and the HC, Highway Commercial zone.

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.

C. **Consideration and Approval of a Contract:** The Employee Staffing Agreement with Educational Services, Inc. for the phased retirement program through a Cooperative Purchase Contract with the Mohave Cooperative Services in an annual amount not to exceed $800,000, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Employee Staffing Agreement with Educational Services, Inc. ("ESI") for an annual amount not to exceed $800,000, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

D. **Consideration and Approval of Contracts:** Temporary Personnel Services with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the contracts for the following temporary personnel agencies at the hourly rates outlined in the attached contracts:

    - Performance Strategies, Inc.
    - 22nd Century Technologies, Inc.
    - Compunnel Software Group, Inc.

2. Authorize the City Manager to execute the necessary documents.

8. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Reimbursement Agreement with Genterra Enterprises, LLC - Development of 31.45 Acres Adjacent to Flagstaff Pulliam Airport

STAFF RECOMMENDED ACTION:

Staff recommends that Council approve this Reimbursement Agreement with Genterra, LLC, (Genterra). This Agreement is intended to minimize financial risk to both parties, while costs and time are incurred to research development options and craft a Master Development Agreement and/or Ground Lease including master development services for the Pulliam Airport 31.45 acre parcel.

B. **Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, Transaction Privilege Tax and Insufficient Funds Write-offs:** Delinquency and Uncollectible Accounts for Fiscal Year 2020-21.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts, Miscellaneous Account Receivables, Transaction Privilege Tax accounts and Insufficient Funds in the combined amount of $277,468.38.

9. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2021-26 and Ordinance No. 2021-13:** 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-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses;" 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 Zoning Code provisions to

accommodate medical and recreational marijuana and the associated land uses.

STAFF RECOMMENDED ACTION:

At the June 1, 2021 Council Meeting:

1) Read Resolution No. 2021-26 by title only
2) City Clerk reads Resolution No. 2021-26 by title only (if approved above)
3) Read Ordinance No. 2021-13 by title only for the first time
4) City Clerk reads Ordinance No. 2021-13 by title only (if approved above)

At the June 15, 2021, Council Meeting:

5) Adopt Resolution No. 2021-26
6) Read Ordinance No. 2021-13 by title only for the final time
7) City Clerk reads Ordinance No. 2021-13 by title only (if approved above)
8) Adopt Ordinance No. 2021-13

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-30**: A resolution approving the City of Flagstaff's 2021/2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-30 by title only
2) City Clerk reads Resolution No. 2021-30 (if approved above)
3) Adopt Resolution No. 2021-30

B. **Consideration and Adoption of Resolution No. 2021-21:** A resolution of the Flagstaff City Council, designating its Chief Fiscal Officer for officially submitting the fiscal year 2022 expenditure limitation report to the Arizona Auditor General, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-21 by title only
2) City Clerk reads Resolution No. 2021-21 by title only (if approved above)
3) Adopt Resolution No. 2021-21

C. **Consideration and Adoption of Resolution No. 2021-24:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-24 by title only
2) City Clerk reads Resolution No. 2021-24 by title only (if approved above)
3) Adopt Resolution No. 2021-24

D. **Consideration and Adoption of Resolution No. 2021-27:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2021-2022.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-27 by title only
2) City Clerk reads Resolution No. 2021-27 by title only (if approved above)
3) Adopt Resolution No. 2021-27

E. **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:

At the June 1, 2021 Council Meeting:
1) Approve a motion to deny the application for Zoning Map Amendment

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

At the June 1, 2021 Council Meeting:
1) Read Ordinance No. 2021-06 by title only for the first time
2) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)

At the June 15, 2021 Council Meeting:
3) Read Ordinance No. 2021-06 by title only for the final time
4) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)
5) Adopt Ordinance No. 2021-06

11. DISCUSSION ITEMS

A. **Consideration and Possible Direction:** Options for a petition to address intentional noise pollution.

B. **COVID Update on Library Site Specific Plan and discussion on Jay Lively Ice Arena capacity and vaccine incentives**

12. COUNCIL LIAISON REPORTS

13. CITY MANAGER REPORT

A. **City Manager Report**

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

15. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2021.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of Minutes: City Council Work Session of January 26, 2021; Regular Meeting of March 16, 2021; Executive Session of March 26, 2021; Executive Session of March 30, 2021; Work Session of March 30, 2021; Executive Session of April 6, 2021; Executive Session of April 13, 2021; Work Session of April 27, 2021; Executive Session of May 4, 2021; and Executive Session of May 11, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session of January 26, 2021; Regular Meeting of March 16, 2021; Executive Session of March 26, 2021; Executive Session of March 30, 2021; Work Session of March 30, 2021; Executive Session of April 6, 2021; Executive Session of April 13, 2021; Work Session of April 27, 2021; Executive Session of May 4, 2021; and Executive Session of May 11, 2021.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Effective Governance

Previous Council Decision on This:

None

Attachments: 01.26.2021 CCWS
03.16.2021 CCRM

03.26.2021 CCEES
03.30.2021 CCSMES
03.30.2021 CCWS
04.06.2021 CCSMES
04.13.2021 CCSMES
04.27.2021 CCSMES
05.04.2021 CCSMES
05.11.2021 CCSMES

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 26, 2021
STAFF CONFERENCE ROOM AND MICROSOFT TEAMS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of January 26, 2021, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the Pledge of Allegiance and Councilmember Shimoni read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR DAGGETT	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	
COUNCILMEMBER SWEET	

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording

clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None.

5. Review of Draft Agenda for the February 2, 2021 City Council Meeting

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

None.

6. Commission on Diversity Awareness Survey Presentation

Human Resource Analyst Jessica Foos introduced Commissioners Dr. Jean Toner and Ms. DeAnn Wegwert who gave a detailed presentation to Mayor and Council on the findings of the survey done by the Commission on Diversity Awareness.

Mayor Deasy asked a few questions to Dr. Toner and Ms. Wegwert including if there were there any questions or commentary regarding any hard of hearing/deaf or blind individuals. Dr. Toner replied that there was at least one comment on the need of interpreters, and she added that most of the respondents focused on physical accessibility. Ms. Wegwert stated that there were comments on interpreters for ASL and in other languages for languages other than English and Spanish. Mayor Deasy asked why crosstab analysis was not available for the survey. Dr. Toner addressed the cost issues and stated that the commission will readdress the crosstab analysis cost. She added that the raw data is available and can be addressed at any time. Mayor Deasy offered his assistance on analyzing the data.

Vice Mayor Daggett expressed her appreciation for taking on the task of the survey and for presenting to Council on this issue.

Councilmember Sweet thanked the commission members for all their hard work and pointed out that housing is one of the major issues identified. She added that the Downtown Business Alliance is working on several cultural festivals and she was glad to hear that social media is an effective form of communication. She asked that the data be turned into actionable items for Council in the future.

Councilmember Shimoni thanked the commissioners for their work. He addressed that housing is the largest topic. He added that the city needs dense infill and combat the "not in my backyard (NIMBY) attitude.” He addressed the idea of Flagstaff becoming the new Aspen. He also addressed racism, the anti-racism committee (ARC), and having the committee bring their findings to the Commission. He would like to have another survey done on the City’s homepage. He asked City Manager Clifton if the ARC can work with the commission. City Manager Clifton stated that he will follow up.

Councilmember Salas expressed her gratitude to the commission and stated that the survey is very useful in terms of forming collaboration with other commissions and public entities. She added that Discover Flagstaff is working on a Green Book historical guide and that the survey could be applied to the Indigenous initiatives and the Indigenous Commission. She

also stated that the survey could be shared with the County. She also volunteered to initiate an Asian-American cultural event once COVID has passed.

Mayor Deasy stated his agreement with Councilmember Salas' comments and expanded on his support of a food and cultural festival. He again offered his assistance with further analysis.

7. Community Development Division Introduction

Community Development Director Dan Folke presented a high-level introduction to the Community Development division and introduced himself. His presentation included the following slides:

- Mission Statement – they hope to refresh the mission statement this spring
- Community Development departments and staff overview
- Organizational chart
- 2020-2021 Approved Budget
- Division Accomplishments
- Upcoming Initiatives 2021

Mr. Folke introduced Real Estate Manager Bryce Doty. Mr. Doty introduced himself and continued the presentation. Slides included:

- Program Summary
- 2021 Highlighting Current Projects
- Mapping tool
- Display of GIS information

Mr. Doty introduced Planning Director Tiffany Antol who continued the presentation to cover the Planning and Development Services. Slides included:

- Four programs – introduced Building Official Amy Palmer, Comprehensive & Neighborhood Planning Manager Sara Dechter, Current Planning Manager Alaxandra Pucciarelli, and Zoning Code Manager Dan Symer.
- Building Safety & Code Compliance
- Code Compliance Enforcement Cases by Type and Origin
- Code Compliance Lighting Standards Enforcement Impact Analysis
- Building Safety by the Numbers 2020
- Comprehensive and Neighborhood Planning
- Comprehensive Planning
- Census 2020 Outreach
- Heritage Preservation
- Neighborhood Planning
- Current Planning Program
- Current Planning Cases graph
- Zoning and Subdivision Code Program
- Zoning and Subdivision Code Work Program

Ms. Antol introduced Housing Director Sara Darr who continued the presentation. Slides included:

- Housing Vocabulary
- Area Median Income
- City of Flagstaff Housing Programs
- Housing Commissions
  - Housing Authority Board
  - Housing Commission
- Budget – Housing Authority
- Housing Authority
  - Three offices
  - Public Housing
  - Voucher Programs
- Budget – Housing Section
- Housing Section
- Coming Attractions

Councilmember Shimoni asked about the funding for affordable housing. Ms. Darr stated that affordable housing is funded through internal funding. Dan Folke addressed the Incentive Policy Work and stated that it will be before Council this calendar year.

Vice Mayor Daggett asked Ms. Darr about vouchers, if the number of vouchers are set by HUD, and how a community gets additional vouchers. Ms. Darr stated that the number of vouchers is established by HUD and that it is rare for additional vouchers to be issued. Ms. Darr addressed special population vouchers and the mainstream vouchers but addressed that general Section 8 vouchers are rare and that there are currently 333 vouchers for the city.

Councilmember Shimoni asked Mr. Folke about NIMBYism and balancing it with dense infill. Mr. Folke stated that Community Development deals with NIMBYism regardless of the project and stated that Flagstaff has changed greatly in recent years. He spoke about the changes in zoning and gave his thoughts on how to change the views of people and the upcoming public education measures. Ms. Darr added her thoughts on successful "yes in my back yard (YIMBY)" campaigns on affordable housing and housing as community infrastructure. Councilmember Shimoni asked Mr. Folke about the outreach plan and shared thoughts on how to get more participation in public meetings. Mr. Folke stated that staff would welcome Councilmember Shimoni's assistance and he addressed the success with the virtual neighborhood meetings.

Mayor Deasy called a fifteen minute break at 5:22 p.m.

8. Update to the Comprehensive and Neighborhood Planning and Zoning and Subdivision Code Work Programs

Mayor Deasy reconvened the meeting at 5:37 p.m.

Comprehensive and Neighborhood Planning Manager Sara Dechter and Zoning Code Manager Dan Symer gave a presentation for their annual update to Mayor and Council. Slides included:

- 2021 Program Updates
  - Work session objectives

- Order of Presentation
- Comprehensive Planning Work Program
  - 2021-2022 Work Allocation
  - How are the recommended work priorities established?
  - Recommended Work Plan priorities
  - City Council Direction

Ms. Dechter pointed out that there will be a much more in-depth discussion about the regional plan at the March 16, 2021 meeting.

Tyler Denham addressed Mayor and Council and stated that the plan seems like a good opportunity for the City Council to honor its commitments from the affordable housing emergency resolution and climate emergency declaration. City Council should prioritize projects that increase the stock of dense, affordable housing in the city close to amenities, and deprioritize anti-housing projects.

Sat Best, representing the Conservation Study Forum, addressed Mayor and Council to speak about aspects of the regional plan. In 2017, they identified four conservation assets that were not well represented in the zoning code: seep and springs, wildlife corridors, rock outcroppings, and prairie dog colonies. Mr. Best stated that they feel that balancing the conservation aspects in the regional plan in the zoning code is important and they ask that the aspects in the work program make it through this year and incorporated into the zoning ordinance.

David Hayward, speaking as a private citizen, addressed Mayor and Council regarding the loss of the David Babbitt house and the historic districts. He asked that heritage preservation be prioritized.

Councilmember Shimoni asked Mr. Hayward about the communication regarding the demolition of the Babbitt House and if it was delivered late to the commission. Mr. Hayward stated that he did feel the information was received late in the process, but that communication is improving. Mr. Hayward stated that it is a new issue and it is not necessarily shown in the product by staff, but that many of the certified local governments have some prohibitions on demolition on historic properties, but that Flagstaff is lacking in that and that he would like to see reforms in the heritage preservation code. He added that the State Heritage Preservation Office provides grants to local governments to update their local code and to preserve and rehabilitate properties.

Councilmember Aslan asked Mr. Hayward if there was anything else he would like to see happen to prevent the loss of structures like the Babbitt house. Mr. Hayward replied that it is a difficult question but that the simplest answer is that priorities for staff are set now. He added that in the past, affordable housing was seen as a priority regardless of historical meaning. He stated that it is a matter of balance and that historic preservation needs to be considered when setting priorities. Councilmember Aslan also asked Mr. Hayward what his views on historic preservation when climate goals are taken into consideration. Mr. Hayward responded that the reuse of structures is a part of climate goals and that there is a balance needed between the high-density issue and historic preservation.

Mr. Symer resumed the presentation. Slides included:

- 2021 Zoning Code Program Update
- Zoning and Subdivision Code Work Program
  - 2020-2021 Work Allocations

- Recommended Work Plan Priorities
- City Council Direction

Councilmember Aslan asked Mr. Symer to maintain the joint land use study and the outdoor lighting amendment in Tier 1.

Councilmember McCarthy asked Mr. Folke if more manpower/staff is needed to get the priorities accomplished. Mr. Folke added that there was a reorganization a few years ago to process more amendments in smaller batches and spoke about the history of the positions. He added that he feels very supported by the budget planning team and the City Manager's office.

Vice Mayor Daggett asked where Mr. Hayward's comments would fit in with the priorities and how to ensure that code changes regarding historic preservation are incorporated as soon as possible. Mr. Symer stated that incorporating historic preservation would depend on how complicated Mr. Hayward's amendment is and that he would need to do some more research to figure out what is needed.

Councilmember Shimoni spoke about student specific housing communities and asked how they are limited. Mr. Symer explained the activity centers that they are now limited to and the conditional use permits that are now required for them.

Ms. Dechter added some information about the opt-out system in the Southside neighborhood and how the opt-out plan is not the neighborhood's preference.

Mayor Deasy echoed the Historic Preservation Commission sentiment regarding priorities and stated he supported moving historic preservation into Tier 2.

Councilmember McCarthy stated his preferences as well. .

Councilmember Sweet stated she should like to keep item D where it is and move item M over to Tier 2.

Councilmember Salas stated she supported moving item D to Tier 2 and item M to Tier 2.

Councilmember Shimoni asked Mr. Symer about the 45-foot building height and what the process would look like. Mr. Symer spoke about door-to-door public outreach and presenting at neighborhood meetings.

Councilmember stated that he supported moving heritage preservation is Tier 2 as did Vice Mayor Daggett and Mayor Deasy.

9. Fiscal Year 2021/2022 Budget Orientation for the Engineering & Capital Improvements Division and Active Capital Projects presentation featuring the Rio de Flag Flood Control Project

City Engineer Rick Barrett gave a presentation to Mayor and Council to introduce the division. Slides included:

- Organization Chart
- Director's Overview (4:31:27)

Councilmember Shimoni asked about community communication and public trust. He wanted to know if it was possible to set aside monies within projects to produce informative videos. City Manager Clifton spoke about adding videography in the budget that would cross all divisions in the City.

Traffic Engineer Jeff Bauman introduced the Transportation and Engineering Section. Slides included:

- Transportation Commission
  - Projects
  - Other projects
  - Bicycle and Pedestrian Advisory Committees
- Transportation Engineering Studies
- Transportation Operations
- Transportation Engineering Development Review

Development Engineer Gary Miller gave an overview on the Development Engineering Section. Slides included:

- Development Engineering

Construction Manager Angel Baca addressed Mayor and Council regarding Construction Inspecting & Testing.

Capital Improvement Engineer Bret Peterson addressed Mayor and Council regarding the Capital Improvement Section.

Senior Project Manager Christine Cameron presented a Rio de Flag update to Mayor and Council.

Mayor Deasy thanked the group for their presentation and their work on the Rio de Flag project.

Councilmember Shimoni asked Mr. Barrett about design standards and having a conversation about traffic mitigation and implementing them into the newly built roads. Mr. Barrett explained that the standards, funding sources, and the internal design review process.

Councilmember McCarthy asked if the Lone Tree bridge will have pedestrian lanes and bike lanes and added that new projects should always have bike and pedestrian lanes in mind. Mr. Barrett stated that there will be bike and pedestrian lanes and that times have changed and led to the newest example like the Fourth Street Bridge. Councilmember McCarthy also addressed dedicated bus lanes.

10. Public Participation

None.

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

Vice Mayor Daggett thanked staff for their great work clearing snow and added a reminder to the public to clear sidewalks. She requested a quick presentation in the future on procedures on plowing streets and berms.

Councilmember Salas expressed her thanks to all staff, especially the police and fire departments, streets, and parks & recreation. She addressed Arizona Beer Month in February and requested staff look into HB 2418 filed by Tim Dunn on Economic Development Improvement Programs on how to attract capital investment to rural areas.

Councilmember Shimoni announced that the Indigenous Commission met and appointed two chairs: Joe Washington and Cora Phillips. He acknowledged Scott Overton, Andy Bertelsen, and streets staff for their work. He spoke about the Mountain Line Board meeting and thanked Councilmember Sweet for being a member. The then spoke about upcoming meetings.

Councilmember Sweet expressed her gratitude to the streets team.

Mayor Deasy thanked staff for their hard work and requested a FAIR item to hold a discussion regarding Mayor and Council compensation. He stated he would like to get pulse in regard of increasing or decreasing council salaries in light of current conditions.

City Manager Clifton responded to the request regarding residential snow plowing operations and said there will be a quick update in City Manager report. He added that he can also ask Streets Director Scott Overton to address item during that report.

12. Adjournment

The Work Session of the Flagstaff City Council held January 26, 2021, adjourned at 9:21 pm.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 16, 2021
STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held March 16, 2021, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASYS (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes:** City Council Regular Meeting of July 2, 2019; Emergency Meeting of July 24, 2019; Regular Meeting of August 27, 2019; Regular Meeting of September 3, 2019; Regular Meeting of January 5, 2021; Executive Session of January 12, 2021; Regular Meeting of January 19, 2021; Executive Session of January 26, 2021; Joint City/County Work Session of January 28, 2021; Budget Retreat of February 1, 2021; Executive Session of February 2, 2021; Executive Session of February 9, 2021; Executive Session of February 16, 2021; Executive Session of February 23, 2021; and Executive Session of March 2, 2021.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Regular Meeting of July 2, 2019; Emergency Meeting of July 24, 2019; Regular Meeting of August 27, 2019; Regular Meeting of September 3, 2019; Regular Meeting of January 5, 2021; Executive Session of January 12, 2021; Regular Meeting of January 19, 2021; Executive Session of January 26, 2021; Joint City/County Work Session of January 28, 2021; Budget Retreat of February 1, 2021; Executive Session of February 2, 2021; Executive Session of February 9, 2021; Executive Session of February 16, 2021; Executive Session of February 23, 2021; and Executive Session of March 2, 2021.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of 2020 Executive Session Minutes:** Executive Session of January 7, 2020; Executive Session of January 14, 2020; Executive Session of February 11, 2020; Executive Session of February 18, 2020; Executive Session of February 25, 2020; Executive Session of March 5, 2020; Executive Session of March 10, 2020; Executive Session of March 16, 2020; Executive Session of March 17, 2020; Executive Session of March 19, 2020; Executive Session of April 21, 2020; Executive Session of May 12, 2020; Executive Session of May 26, 2020; Executive Session of June 2, 2020; Executive Session of June 9, 2020; Executive Session of June 23, 2020; Executive Session of June 30, 2020; Executive Session of August 18, 2020; Executive Session of August 25, 2020; Executive Session of September 8, 2020; Executive Session of September 22, 2020; Executive Session of September 29, 2020; Executive Session of October 13, 2020; Executive Session of October 20, 2020; Executive Session of October 27, 2020; Executive Session of November 3, 2020; Executive Session of November 10, 2020; Executive Session of November 17, 2020; Executive Session of November 24, 2020; Executive Session of December 1, 2020; and Executive Session of December 2, 2020.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of the Executive Session of January 7, 2020; Executive Session of January 14, 2020; Executive Session of February 11, 2020; Executive Session of February 18, 2020; Executive Session of February 25, 2020; Executive Session of March 5, 2020; Executive Session of March 10, 2020; Executive Session of March 16, 2020; Executive Session of March 17, 2020; Executive Session of March 19, 2020; Executive Session of April 21, 2020; Executive Session of May 12, 2020; Executive Session of May 26, 2020; Executive Session of June 2, 2020; Executive Session of June 9, 2020; Executive Session of June 23, 2020; Executive Session of June 30, 2020; Executive Session of August 18, 2020; Executive Session of August 25, 2020; Executive Session of September 8, 2020; Executive Session of September 22, 2020; Executive Session of September 29, 2020; Executive Session of October 13, 2020; Executive Session of October 20, 2020; Executive Session of October 27, 2020; Executive Session of November 3, 2020; Executive Session of November 10, 2020; Executive Session of November 17, 2020; Executive Session of November 24, 2020; Executive Session of December 1, 2020; and Executive Session of December 2, 2020.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. PROCLAMATIONS AND RECOGNITIONS

A. City Manager Awards Presentation

Mr. Clifton and Deputy City Managers Shannon Anderson and Shane Dille presented the City Manager's Awards as follows:

CITY MANAGER'S EXCELLENCE AWARDS
THREE LEVELS OF AWARDS
RECOGNITION OF CITY VALUES
CITY MANAGER'S EXCELLENCE AWARDS 2020
OAK AWARDS
OAK AWARD – ACCOUNTABILITY
DOUG SLOVER
OAK AWARD – COMMUNICATION
AMY PALMER
VICTORIA ST. CLAIR
JENNY NIEMANN
OAK AWARD – QUALITY
JEREMIAH ADAMS
OAK AWARD - LEADERSHIP
BECKY CARDIFF
OAK – TEAMWORK
SHARON GONZALES
KIM BURNS
SABRINA JAMES
JENY LYN
JESSICA HULEATT
DANIELLE TIEDEMAN
RACHEL JOHNSON
CELESTE COUPE
NANCI THOMAS
RHIANNON THOMAS
KRISTA DEVLIN
MATTHEW SCHEIDE
SCOTT KLOTZ
MANUEL "MANNY" SIERRA
WILLIAM KATLIN

WILDINE RODRIGUEZ
PATRICK O'CONNOR
ASPEN AWARDS
ASPEN AWARD – ACCOUNTABILITY
MATT KAKERT
BETH VERSTRAETE
BILL RAGAN
PAUL SANTANA
BRANDON ROSS
GENEVA DAWSON
STACY SALTZBURG
ASPEN AWARD – COMMUNICATION
KEVIN WILES
ASPEN AWARD – QUALITY
RALPH SCHMID
ASPEN AWARD - LEADERSHIP
JEFF BAUMAN
ASPEN AWARD – TEAMWORK
SHARON WHITMORE
KRISTIN DECKER
ANGIE EBERHARDT
MIKE OLIVER
PONDEROSA AWARD
KATIE BRANDIS

Council expressed their congratulations and appreciation to the awardees and all members of Team Flagstaff for all of their work to make the City better.

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** John Michael Pulkkinen, "Civano Coffee House," 30 S. San Francisco, Series 06, Location/Owner Transfer.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application.

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

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

B. **Consideration and Action on Liquor License Application:** Jared Michael Repinski, "Stinkin Crawfish," 1435 S. Milton Road, Series 12, New Applications.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application.

Councilmember Salas asked if the restaurant was open. Jared Repinski, the agent on the application, stated that he is not involved in the operational side of the business but indicated that the business was in the process of remodeling so it may be a little bit before they

officially open.

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

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

8. CONSENT ITEMS

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement for the Flagstaff Pulliam Airport Long-Term Parking project.

1. Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement in an amount not to exceed $3,216,907.00 which includes a Contractor's contingency of $10,000.00 and an Owner's contingency of $74,035.00, with a contract term of 173 calendar days; and
2. Authorize the City Manager to execute any necessary documents.

9. LEGISLATIVE UPDATE

Management Analyst Sarah Langley provided a PowerPoint presentation that covered the following:

LEGISLATIVE UPDATE
ITEMS FOR CONSIDERATION
METROPOLITAN STATISTICAL AREAS

Councilmember McCarthy expressed his support for the letters and indicated that MetroPlan sent a similar letter for the metropolitan statistical area matter.

Councilmember Shimoni also expressed support and thanked staff for bringing the letters forward so quickly.

Ms. Langley continued the presentation.

FEDERAL FUNDING UPDATE
SURFACE TRANSPORTATION REAUTHORIZATION

Councilmember Salas stated that she would recommend funding requests for the John Wesley Powell extension, the Fourth Street corridor, and broadband infrastructure.

Mr. Clifton noted that there are requests coming from the City’s delegates related to projects and it would be helpful to get Council’s direction on the projects they would like to see

brought forward for consideration. Ms. Langley added that it is still unclear on how the process will work but there has been a request from Senator Kelly, and it is anticipated that additional requests will come from other committees in the future. At this time the focus is on transportation.

Mayor Deasy expressed support for broadband funding and indicated that it may be more helpful to get more specific about the need. He recommended including IT Director CJ Perry in the conversations.

Councilmember McCarthy stated that it is difficult to make recommendations tonight without input from MetroPlan and the City's Engineering staff. He indicated that he is supportive of broadband but is not sure that it is an appropriate request for transportation funds. Ms. Langley offered that from a transportation perspective, broadband may fall under the dig once mentality; if roadwork is being done it would make sense to utilize that opportunity to place conduit or other infrastructure that could be helpful for providing broadband in the future.

Deputy City Manager Shane Dille indicated that broadband is a high priority for the City and is included with capital projects moving forward. If any of the projects funded correlate to moving forward with the Broadband Master Plan staff will be sure to include conduit for future fiber in those projects.

City Engineer Rick Barrett assured Council that staff is working closely with MetroPlan along with Grants and Contracting as well as Bob Holmes to understand all the opportunities available. He indicated that the Lone Tree Corridor is being considered for inclusion in the request.

Vice Mayor Daggett stated that she is supportive of bike, pedestrian, and transit being in the forefront of the discussion and not an afterthought in the planning process. Councilmember Shimoni added his support of including bike and pedestrian elements early on in the planning stage.

Ms. Langley stated that staff will work with Mr. Holmes to identify the best projects to include and how much funding to ask for.

A. **Ratification:** Letter of Opposition on HB2770

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to ratify the Council's direction on March 9, 2021 to send a Letter of Opposition on HB2770.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval:** American Rescue Plan Letter of Thanks

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to approve the American Rescue Plan Letter of Thanks.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval:** Letter in opposition of recommendation made by the Metropolitan and Micropolitan Statistical Area Standards Review Committee to increase the urban area population needed to qualify as an MSA from 50,000 to 100,000.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to approve the letter of opposition for distribution.

Vote: 7 - 0 - Unanimously

Break was held from 4:45 p.m. through 5:00 p.m.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2021-03:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 6, Police Regulations, by adopting a new Chapter 6-10, Regulation of Recreational Marijuana.

Deputy City Attorney Kevin Fincel addressed Council and recapped the amendment that Council made to the ordinance last week.

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

The City Council recessed into Executive Session at 5:02 p.m. and reconvened back into open session at 5:15 p.m.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2021-03 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, BY ADOPTING A NEW CHAPTER 6-10, REGULATION OF RECREATIONAL MARIJUANA; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to approve Ordinance No. 2021-03.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2021-04:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately .82 acres of real property generally located at 922 E Route 66 by adding a Landmarks Overlay District designation to the historic sign only, within an existing Highway Commercial District zoning classification

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-04 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.82 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 922 E ROUTE 66 BY ADDING A LANDMARKS OVERLAY DISTRICT DESIGNATION ("LO") TO THE EXISTING HIGHWAY COMMERCIAL DISTRICT ("HC") ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to approve Ordinance No. 2021-04.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Resolution No. 2021-11 and Ordinance No. 2021-05: 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-21-00019 Zoning Code Text Amendment - 2021: Affordable Housing Modified Development Standards;" 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 Affordable Housing Incentives and Parking Standards.

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

CASE NO. PZ-21-00019 ZONING CODE TEXT AMENDMENT – 2021: AFFORDABLE HOUSING MODIFIED DEVELOPMENT STANDARDS
REASON FOR THE PROPOSED ZONING CODE TEXT AMENDMENT
PROPOSED ZONING CODE AMENDMENT
REVISIONS INCORPORATED
REQUIRED FINDINGS
REQUIRED FINDINGS TO APPROVE THE ZONING CODE TEXT AMENDMENT

Mayor Deasy opened the public hearing.

Tyler Denham addressed Council with concerns about the notification requirements in the amendment. He indicated that the requirement is to notify surrounding property owners only and there should be some component of outreach to those who might benefit from the development.

Mr. Clifton stated that he believes that good policy making is accomplished with flexibility by decision makers and flexibility is embedded in the ordinance. It allows Council to deal with the unforeseen. It is not possible to capture all the possible scenarios in the code and having flexibility to adjust is necessary.

Councilmember Shimoni stated that he has always tried to get marginalized people to meetings and providing comments to Council. He suggested that in addition to signage and outreach already being done there could be added language in the ordinance that requires notification to agencies that advocate for affordable housing.

Council discussed the suggested addition and the continued vigilance to improve public outreach efforts. Mayor Deasy and Councilmember Aslan expressed that they did not think that formal codification of alternative outreach was needed.

There being no further comments Mayor Deasy closed the public hearing.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2021-11 by title only with the amendment to include language staff can work on to further the outreach beyond adjacent property owners.

Vote: 5 - 2

NAY: Councilmember Austin Aslan
Mayor Paul Deasy

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-21-00019 ZONING CODE TEXT AMENDMENT-2021: AFFORDABLE HOUSING MODIFIED DEVELOPMENT STANDARDS"

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to read Ordinance No. 2021-05 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "CASE NO. PZ-21-00019 ZONING CODE TEXT AMENDMENT - 2021: AFFORDABLE HOUSING MODIFIED DEVELOPMENT STANDARDS"; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

12. COUNCIL LIAISON REPORTS

Councilmember Sweet reported that she attended the Beautification and Public Art Commission meeting where there was direction on an art piece that includes gazebos with negative light that will cast shadows. The gazebos are all dark sky compliant and they are working on making the ramp more ADA compliant.

Councilmember Shimoni reported that the Indigenous Commission is working to reschedule their regular meeting as they did not have a quorum for their last meeting. He also reported that the Alternative Response group met this morning and things are moving forward.

Councilmember Salas reported that she attended the Parks and Recreation Commission meeting where they are continuing to review the Parks and Recreation Master Plan. The Commission is also looking at the reentry plan and site-specific plans with respect to the different recreation centers. The Commission is looking to start discussions about cost recovery and they are putting together a wish list for various projects with respect to Parks, Recreation, and Open Space.

Councilmember McCarthy reported that he attended the Pedestrian Advisory Committee meeting and while fairly routine it was an interesting meeting.

Vice Mayor Daggett reported that she attended the Housing Commission meeting where they are working on a ten year Housing Plan, They currently have five working groups evaluating topics such as zoning and land use, They are reviewing all the policies so everything can be reviewed in its totality and evaluated for what might need to be changed, added, etc. There are also working groups that are focused on neighborhood and equity,

housing and sustainability, and housing and health. She has been very impressed with the individuals assigned to the working groups and is very excited to see what comes from the process.

Councilmember Shimoni also reported that the CJCC met last week and they are working on bylaws as well as making adjustments to the leadership structure. He also met with the Convention and Visitor Bureau staff and an idea that came up was a flower cart to that is available for people to take one if they would like. It may not be a very costly effort and it might be something that can be moved from location to location to boost morale around the community.

Mayor Deasy reported that he attended the Greater Arizona Mayor's Association meeting on Friday with Senator Kelly. They discussed some of their priorities and the overarching theme during the meeting was broadband. They also discussed housing; it was a good conversation and was well received by Senator Kelly.

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition "to include essential retail workers as part of 1b COVID-19 vaccinations"

Mayor Deasy stated that as of today the priority has been moved to 1c and he believes that essential retail workers are included in that priority.

Deputy City Manager Shannon Anderson added that Coconino County does provide a definition of the retail workers and if anyone has questions as to whether or not they are included they can visit the County's website at https://www.coconino.az.gov/2547/Vaccine-Info.

After a brief discussion the Council chose not to move the petition forward for a further discussion because Coconino County has jurisdiction over the pandemic response including vaccinations.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion for Council to review barriers to homeowners building accessory dwelling units (ADUs) on their properties.

Councilmember McCarthy stated that he requested the item because he has seen obstacles for homeowners to build Accessory Dwelling Units (ADUs) which is an obstacle for building more housing. Homeowners who built an ADU and then moved to another home are in violation because owners are required to live on site however, this rule does not exist for duplexes. He stated that staff will be addressing ADUs in the near future and will include this as part of the discussion. As such, he requested that the FAIR be withdrawn.

Mayor Deasy stated that he has mentioned Land Value Tax in the past which is something that may help with ADUs so people are not taxed more for the additional building. He asked for that to be considered as part of the future discussion on ADUs.

Council was supportive of Councilmember McCarthy withdrawing the FAIR.

C. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion for Council to review the current tax code with respect to exemptions on rental, leasing, and licensing of real property.

Monica Attridge, President of the Hozhoni Foundation, addressed Council in support of the request. She indicated that there are inconsistencies with the language in the tax code about TPT collection with regard to rental property by non-profits. She asked that the Council consider providing an exemption for non-profits providing services to disabled citizens.

Councilmember Aslan expressed a desire to move the item forward for future discussion but indicated that the item might need to be pared down. Councilmember Salas indicated that the intent of the request is to review the existing tax code which is referenced by Ms. Attridge to identify and correct inconsistencies related to who is being charged sales tax on their rented facility. She would like to have a transparent discussion especially for the non-profits providing services to the disabled and vulnerable populations.

Management Services Director Rick Tadder stated that he is happy to reach out to Ms. Attridge to discuss the matter to see if there can be some clarity to her situation and if it fits under the code for an exemption. Council has some discretion on the tax code and staff can bring it forward for future discussion.

Council was supportive of moving the item forward for a future discussion.

14. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton provided a brief recap of his report.

He also notified that Council that he will be out of the office Wednesday afternoon and returning on Sunday and during that time Heidi Hansen will be the Acting City Manager.

He also reported that there will be COVID-19 update coming to the Council on April 13, 2021. That date was selected so there will be current data following spring break.

Lastly, he reported that Flagstaff Shelter Services found out that they would not be receiving FEMA funding to reimburse for expenditures incurred with the housing of the unsheltered during COVID due to an administrative policy put into place last year. They are appealing that, and they are being supported by congressional delegates. They have asked that the city weigh in and provide a letter of support for providing the funding. If Council is supportive a letter will be sent and staff will bring it back to Council for ratification at a future meeting.

Council expressed support for the letter.

Councilmember Shimoni stated that he appreciated the Sustainability monthly report that talks about the 2021 virtual Earth Day. He welcomed the 14 Climate Ambassadors and thanked those who came to the Climate Emergency open house as well as the clean-up committee. He also expressed gratitude and well wishes to Fire Captain Kevin Wilson who is retiring.

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

Vice Mayor Daggett reported that she, Mayor Deasy, and Councilmember Sweet had a great meeting with Navajo Nation President Jonathan Nez. It was great to speak with him about items of mutual interest to the City and the Navajo Nation.

Councilmember Salas offered congratulations to Fire Captain Kevin Wilson on his retirement. She requested a FAIR item for a discussion by Council to strengthen existing City programs related to business services by creating a Business One-Stop Shop (BOSS) including, but not limited to, a BOSS online portal and a BOSS service desk at City Hall for business resources and services from start-ups to business expansions.

She requested a second FAIR for a discussion by Council on ways to bolster economic development by creating and funding a robust workforce development program to expand and strengthen current workforce development efforts by the city.

Councilmember Shimoni thanked Mr. Clifton, Ms. Anderson, and Mr. Dille for the great award ceremony. He expressed congratulations to all the awardees. Lastly, he reported that there is a Mexican Consulate event planned for May 5, 2021 with a larger event being planned for a later date when it is more appropriate.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held March 16, 2021, adjourned at 6:56 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 16, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of June, 2021.

_____
CITY CLERK

EMERGENCY SPECIAL MEETING (EXECUTIVE SESSION)
FRIDAY, MARCH 26, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
9:00 A.M.

1. Call to Order

In light of the continuing public health emergency, an emergency meeting was held to allow Council to receive legal advice on the impacts of Governor Ducey's Executive Order 2021-06. Under Flagstaff City Council Rules of Procedure, Rule 3.05, and also under ARS 38-431.02(D) authority exists indicating that in cases of emergency a meeting may be held without posting the typical 24 hour prior notice, so long as, no less than 24 hours after the meeting, the City posts a notice of the emergency meeting that occurred and any other permissible details. While it was originally not known whether there would be any publicly open discussion during the emergency meeting, it was clear that an executive session would occur. Ultimately, the meeting involved executive session only for legal advice on the impacts of Governor Ducey's Executive Order 2021.06.

Mayor Deasy called the Emergency Special Meeting (Executive Session) to order at 9:11 a.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR DAGGETT (virtually)	
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI (virtually)	
COUNCILMEMBER SWEET (virtually)	

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding Governor Ducey’s Executive Order 2021-06

5. Adjournment

The Emergency Special Meeting (Executive Session) of the Flagstaff City Council held March 26, 2021, reconvened into Open Session at 11:00 a.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 30, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding proposed amendment to easement providing Arizona Public Service (APS) access to Elden Substation located on McMillan Mesa.

ii. Legal advice regarding Governor Ducey's Executive Order 2021-06

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 30, 2021, reconvened into Open Session at 2:10 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MARCH 30, 2021
STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held March 30, 2021, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

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

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

4. Public Participation

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

Water Services Program Manager Tamara Lawless addressed Council and invited them to participate in the upcoming annual Water Awareness Month and National Mayor's Challenge activities.

5. Review of Draft Agenda for the April 6, 2021 City Council Meeting

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

None.

6. Proclamation: Bipolar Awareness Day

Mayor Deasy read the Bipolar Awareness Day proclamation.

7. Recognition: W.F. Killip Elementary School Recognition

Mayor Deasy read the W.F. Killip Elementary School Recognition.

8. Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Downtown Connection Center Update

Community Development Director Dan Folke introduced Mountain Line CEO and General Manager Heather Dalmolin and Mountain Line Deputy General Manager Kate Morley who provided a presentation that covered the following:

MOUNTAIN LINE DOWNTOWN CONNECTION CENTER (DCC)
OVERVIEW OF PRESENTATION
DCC HISTORY
MOUNTAIN LINE FACILITY GOALS/NEEDS
CITY
SOUTHSIDE PLAN
INPUT
ALTERNATIVE ANALYSIS
SITE OPPORTUNITIES
SITE CONSTRAINTS/CHALLENGES
CONCEPT
NAIPTA DOWNTOWN CONNECTION CENTER DRAFT CONCEPT
NEXT STEPS
PROJECT DELIVERY

DISCUSSION

Mr. Clifton stated that there are parking issues that are significant in scope and have an impact to the City because the Phoenix parking lot currently provides all the off street parking for the Southside. Mountain Line and Park Flag have been in discussions for months regarding the matter and designs have been modified along the way however, they have not resulted in parking being reinstated with a one to one arrangement. There is an overall loss of 96 parking spaces which is about a two thirds reduction. There are also tourism concerns with the tour bus parking.

Mr. Clifton stressed that the City supports the Downtown Connection Center and the infrastructure associated with it but there is not a proposal to replace the parking and there will be pressure to find a solution. He indicated that a possible solution would be to delay the implementation of the civic space to keep parking intact temporarily and when additional parking can be provided the civic space could then come in.

Economic Vitality Director Heidi Hansen shared her concerns about losing parking and the impact it can have on tourist visitation. She indicated that the Downtown Connection Center is very important, but consideration needs to be had for the impact on the downtown businesses and the work Park Flag has done to provide parking management.

Michelle James with Friends of Flagstaff's Future addressed Council in support of the Downtown Connection Center plan and the need to move forward to further encourage alternative modes of transportation.

Terry Madeksza addressed Council in support of the Downtown Connection Center but urged Council to hold off on the civic space component until alternative parking can be identified to replace the lost spaces.

A written comment cards in support of including the civic space in the plans was submitted by Tracye Moore.

Councilmember Shimoni asked how many downtown employees take advantage of the free eco-passes from Mountain Line. Community Investment Director Dave McIntire stated that there are some that have utilized the program, but it is less than 50 per year.

Councilmember Salas asked how many spaces are needed to provide adequate parking. Ms. Madeksza stated that a parking study was done in 2009 that indicated there was a shortage of 600 spaces in downtown. She is not sure that is the most accurate number given the time since the study and the efforts made to get people out of their cars.

Councilmember McCarthy indicated that the loss of 96 spaces is significant and needs to be seriously considered. He expressed support for holding off on the civic space until more parking can be created. Mountain Line has expended significant funds on the project and if this does not move forward, they risk losing the $22 million grant. Council has supported this project from the beginning, and he will continue to support it going forward.

Vice Mayor Daggett stated that she is also fully supportive of the Downtown Connection Center location and size. She asked if there is any opportunity for adding parking at the Lone Tree Overpass and allowing tour busses to park at city hall on the weekends. She expressed a desire to provide the southside with meaningful civic space and there may be more suitable locations than this one. Mr. Clifton mentioned that city hall does not lend itself well to tour bus parking due to the solar panels and weekend events. With regards to the additional parking at the Lone Tree Overpass, there may be opportunity for consideration of parking or civic space

but not in the near term as the project is still a few years out.

Vice Mayor Daggett expressed support for Mountain Line to keep moving forward with their plan. She would support returning the civic space back to parking so long as there is a commitment to finding more meaningful space in the area.

Councilmember Salas stated that she is supportive of the Downtown Connection Center staying downtown however, she finds the concept plan difficult to support at this point as there is still a lot of misunderstanding and division within the community by pitting civic space against parking needs. She explained that the prior Council's direction was to fully integrate the Connection Center into the Downtown Master Plan and maximizing the space with a housing component. She expressed concern that the business community was left out of the development of the plan. She is committed to continuing to work together to find shared purpose and workable solutions.

Comprehensive Planning Manager Sara Dechter offered that the Southside Community Plan has a Phase 2 that includes a number of parks. Mayor Deasy asked if civic space was planned in the proposed Connection Center location to which Ms. Dechter answered yes.

Sustainability Manager Nicole Antonopoulos offered the following suggestions:

1. Civic space at the Connection Center can be a gateway for visitors but understanding the need for parking, the 25 parking spaces that would fit into the proposed civic space area can remain and then be converted in five years or as soon as a parking garage is secured.
2. Given the current and projected transition to electric vehicles, the parking spaces at the Connection Center should incorporate five to ten fast-charging electric vehicle stations. Electric car driver will be looking for charging locations while traveling that offer amenities, such as shopping and or food.
3. Create permanent tour bus parking because the City should continue to encourage and support tourism in this manner.
4. Ensure that the Southside Community Plan is honored.

Councilmember Sweet stated that she is excited about the project in the proposed location. She is concerned about taking more parking away from downtown. She indicated that the needs and concerns of the business community need to be heard and considered as the project moves forward. She also stated that there may be a more suitable location for civic space in Southside. Until there is something to compensate for the loss of parking the area should remain as parking with a promise to bring the civic space in the future.

Councilmember Aslan expressed support for the Downtown Connection Center and the location being proposed. He also acknowledged that the loss of 100 parking spaces in the area would be detrimental. Surface parking is easily converted to civic space at the appropriate time and keeping the area above the confluence open for parking is a viable solution. With the Lone Tree project and the Downtown Connection Center, there is an opportunity to create some great cornerstones for the downtown area and he hopes that there is continued coordination and good visioning process in terms of the design elements.

Mayor Deasy stated that he is supportive of the concept plan and the parking in the area of the confluence with a commitment to turn it into civic space once more parking is available.

Councilmember Shimoni offered that the Connection Center is a good project for the community. He expressed disappointment about the scaled back plans, but the compromise is good. He would like to see greater efforts towards getting both locals and visitors to leave their cars at home.

A break was held from 4:42 p.m. through 4:55 p.m.

9. Economic Development Quarterly Update

Business Retention and Expansion Manager John Saltonstall provided a PowerPoint presentation that covered the following:

ECONOMIC DEVELOPMENT QUARTERLY UPDATE
THE RUN-DOWN
CHOOSEFLAGSTAFF.COM

Mr. McIntire continued the presentation

NEW BUSINESS ATTRACTION MANAGER

Business Attraction Manager Jack Fitchett introduced himself and continued the presentation.

JOB CREATION PROGRAM

Ghonhee Lee with Katalyst Space Technologies continued the presentation.

KATALYST SPACE TECHNOLOGIES
THE KATALYST VISION
KATALYST ROADMAP
CURRENT ACCOMPLISHMENTS

Eli Chamberlain with Cozy Home continued the presentation.

COZY HOME
BACKGROUND
SERVICES
PHASE CHANGE MATERIAL
BRE GRANT PROPOSAL

Alex Kaufman with Bee Well continued the presentation.

BEE WELL HAND SANITIZER
BEE WELL 2020
AWARD USE AND BUSINESS EXPANSION

Council expressed gratitude to the presenters and the work they are doing in the community.

10. COVID-19 Update

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

COVID-19 UPDATE
AGENDA
DR. ENGELTHALER UPDATE

Dr. David Engelthaler stated that the data has been looking good and the surge during the

winter has subsided but the pandemic itself is not over. He reported that with vaccinations and recovered COVID patients, it is estimated that there is about a 60% immunity in Arizona. He noted that there are variants of concern and variants of interest that they continue to monitor and gather information on. The two variants coming out of California are concerning and they are about 30% of cases seen weekly. They move quickly and have an ability to avoid antibodies. The good news is that the immunity received from vaccine and infection will cover any of the viruses that are moving around now. There is continued observation as the virus naturally mutates.

Dr. Engelthaler stated that the end of the pandemic is nearing but that does not mean the end of the virus. Another month is needed to make sure that the numbers continue to remain low and that everyone who wants the vaccine can get it. The virus will likely be treated much like the flu with regular vaccinations and updated vaccines to deal with variants. The community needs to step away from mask or vaccine shaming people; most people will get the vaccine and a majority of people will be protected. People will make their own choices and that is okay.

Mr. Clifton thanked Dr. Engelthaler for his report and his willingness to meet with the Council throughout the pandemic.

Councilmember Salas asked Dr. Engelthaler about the long haulers who have prolonged symptoms post recovery. Dr. Engelthaler explained that it is a brand new virus not adapted to humans and our bodies did not know how to respond or recover from this. There is a lot to learn and it is something that is being heavily studied.

Councilmember Shimoni asked Dr. Engelthaler's perspective on sports and larger outdoor tournaments. Dr. Engelthaler stated that they have learned that there has been very little risk of transmission outdoors. He expressed support for outdoor sports stating that from a mental health and physical health perspective it is important and is a safe way to reintroduce and get back into the real world. The biggest risks come from large numbers of people in an enclosed space; spreading people out is best.

Councilmember Shimoni asked about outdoor festivals or concerts and the Fourth of July parade. Dr. Engelthaler stated that as reintroduction happens there should be consideration to reducing numbers until there is a better understanding of the impact within those conditions. With regard to the parade, he cannot envision a setting where people could not get a vaccine and he believes that by that time period we should be comfortable having an event like that so long as the virus levels stay low.

Councilmember Shimoni asked about gatherings at an indoor facility like city hall or the library. Dr. Engelthaler stated that meeting in person is feasible but at a lower occupancy. Starting at 25% or 50% to see how it goes.

Councilmember Aslan stated that the concern is that there is not information available yet about how much a vaccinated person can transmit the disease. He asked if there is any idea when better data will be available about wearing masks after vaccination. He also asked about information about providing vaccines to children. Dr. Engelthaler offered that the science and data tells us that when you get vaccinated you have essentially zero likelihood of dying from COVID and 5% have very mild symptoms. The question is more about asymptomatic carriers and we just do not know yet if a vaccinated carrier would have enough to transmit the virus. The consideration is that it is a very low risk. Hundreds of millions have been vaccinated and we continue to learn more every day.

Dr. Engelthaler explained that there are pediatric trials going on now that would allow kids age five and over to get vaccinated. They do not typically test under five and there is almost no risk

under five.

Vice Mayor Daggett asked if people should be wearing masks outside if they are at a softball game or walking around downtown. Dr. Engelthaler stated that it should be their decision and what makes them comfortable at this time. He does not recommend it as a specific need but do recommend it if it supports you and your comfort.

Vice Mayor Daggett asked about meeting in a smaller meeting room and if people should still be wearing masks. Dr. Engelthaler explained that if you do not know if the others are vaccinated masks should still be worn until that information is known or more general immunity is achieved within the community. From a business owner perspective, they should try to enforce as much protection for themselves and customers as they can and make their decisions for their staff and business.

Councilmember Salas stated that event planners are trying to determine if they can realistically plan events for the summer. She asked for Dr. Engelthaler's thoughts on vaccination passports. Dr. Engelthaler stated that making a determination for summer events right now is a challenge and it is a question that may be bettered answered in a month to see where the numbers trend. His recommendation though would be to start planning. People who are doing events are assuming some amount of risk and they need to make attendees aware that they may be exposed and encourage people to get vaccinated. In terms of a vaccine passport, he likes the ability to show proof but does not like the idea of the government mandating it.

Parks and Recreation Director Rebecca Sayers continued the presentation.

RE-ENTRY PLAN DISCUSSION
RE-ENTRY PLAN: FIELD PERMITS
RE-ENTRY PLAN: JAY LIVELY

Ms. Anderson concluded the presentation.

RE-ENTRY PLAN: EVENT PERMITS
RE-ENTRY PLAN: OPTIONS

The following individuals addressed Council in support of permitting outdoor events in the summer:

- Art Babbott
- Matt Ziegler

The following comments were received:

- There is very little risk with outdoor events.
- Separate metrics should be used for indoor and outdoor events.
- Coconino County is doing excellent with vaccinations.
- Having an extra month to plan is crucial for the success of an event.
- Significantly reduced capacity will increase ticket costs and make the events less viable.
- Anyone who wants a vaccine can get one now.
- Consider a capacity calculator to phase in events, start low and increase over time.
- Farmers markets are a critical part of the food supply chain and need to be permitted.

A written comment card in support of retaining current COVID-19 policies was submitted by Ryan Kiefer.

Mayor Deasy asked for more information about what a capacity calculator might look like for

Wheeler Park or other city property. Ms. Sayers stated that some very quick calculations for Wheeler Park is about 400 people, City Hall parking lot is about 300 people, Heritage Square is 75 people, and the ball field at Thorpe Park would be about 518 people. She indicated that those numbers could vary based on the type of set up and whether staff would be counted in those numbers.

After further discussion, a majority of Council gave direction to permit up to 100 people per field, 50 people at Jay Lively, special events based on capacity calculator, and temporary use permits on private property.

Ms. Sayers stated that staff needs to do more research on the capacity calculator and more information will be forthcoming at the next discussion.

A break was held from 6:57 p.m. through 7:12 p.m.

11. Surface Transportation Reauthorization Project Authorization Request

Management Analyst Sarah Langley provided a PowerPoint presentation that covered the following:

SURFACE TRANSPORTATION REAUTHORIZATION
PROJECT AUTHORIZATION REQUEST
BACKGROUND
PROJECT REQUEST – LONE TREE CORRIDOR - $46.9M
PROJECT ELIGIBILITY AND BENEFITS
NEXT STEPS
ADDITIONAL FEDERAL FUNDING OPPORTUNITIES

Councilmember McCarthy stated that MetroPlan unanimously approved to move forward with a request on the Lone Tree Corridor.

Council was supportive of moving forward with staff's recommendation.

12. Public Works Division Overview

Public Works Director Andy Bertelsen provided a PowerPoint presentation that covered the following:

CITY COUNCIL – DIVISION INTRODUCTION – PUBLIC WORKS
OVERVIEW OF PUBLIC WORKS
ORGANIZATIONAL CHART

Public Works Project Manager Adam Miele continued the presentation:

PROJECT MANAGEMENT
RECENTLY COMPLETED PROJECTS
CURRENT PROJECTS IN DEVELOPMENT – STREETS
CURRENT PROJECTS IN DEVELOPMENT – AIRPORT

Streets Director Scott Overton continued the presentation.

FACILITIES MAINTENANCE
ROLES AND SERVICES

BUILDING MAINTENANCE

Facilities Maintenance Superintendent Craig Smith continued the presentation.

RECENT WORK PROGRAM EFFORTS

Fleet Services Director Greg Conlin continued the presentation.

FLEET MANAGEMENT/FLEET SERVICES
FLEET MANAGEMENT COMMITTEE
CURRENT FLEET
FLEET SERVICES
ACCOMPLISHMENTS AND WHAT'S NEXT?

Councilmember Shimoni asked if there was a plan for transitioning the city's fleet to electric. Mr. Conlin stated that electric vehicles are considered when requests for new vehicles come in; much of the decision is based on the function and purpose of the vehicle. They are committed to exploring those opportunities when it fits the need.

Parks, Recreation, and Open Space Director Rebecca Sayers continued the presentation.

PARKS, RECREATION, AND OPEN SPACE
BUDGET & PERSONNEL
PARKS
ACCOMPLISHMENTS & WHAT'S NEXT?
RECREATION
ACCOMPLISHMENTS & WHAT'S NEXT?
OPEN SPACE
ACCOMPLISHMENTS & WHAT'S NEXT?

Solid Waste Director Todd Hanson continued the presentation.

SOLID WASTE
SOLID WASTE COLLECTION
LANDFILL
HAZARDOUS PRODUCTS CENTER
MATERIALS RECOVERY FACILITY

Councilmember McCarthy expressed a desire to increase education about what materials can be recycled.

Mr. Overton continued the presentation.

STREETS
ROADWAY MAINTENANCE
SIGNALIZED INTERSECTIONS AND STREETLIGHTING
SIGNS AND MARKINGS PROGRAM
STREET SWEEPING, DEBRIS REMOVAL AND VEGETATION WORK
SNOW OPERATIONS
SPECIALIZED SNOW OPERATIONS
SPECIAL PROJECTS AND EMERGENCY RESPONSE

Council expressed gratitude for the presentation.

13. Proposed changes to Local Limits for Significant Industrial Users and changes to Cross Connection Code

Regulatory Compliance Manager Steve Camp and Industrial Pretreatment Supervisor Jolene Montoya provided a PowerPoint presentation that covered the following:

PERMITTED INDUSTRY CODE CHANGES
SUMMARY OF 7-02 CHANGES
WHAT ARE LOCAL LIMITS?
WHY ARE WE PROPOSING NEW LIMITS?
WHO DOES THIS IMPACT?
WHAT CHANGES ARE WE PROPOSING?
PUBLIC OUTREACH

Mr. Camp continued the presentation.

CHANGES TO ENFORCEMENT RESPONSE PLAN
WHAT IS THE ENFORCEMENT RESPONSE PLAN?
WHY ARE CHANGES NECESSARY?
WHAT CHANGES AND HOW DO THESE CHANGES HELP?

Mayor Deasy asked about the changes in the organic compounds and the ability to treat them. Ms. Montoya explained that state requirements change and there are threshold limits that fluctuate with design and operation changes which is why things are re-evaluated every five years to make necessary adjustments to meet state requirements.

Ms. Montoya continued the presentation.

CROSS CONNECTION CODE CHANGES
SUMMARY OF 7-03-01-0015 CHANGES
WHAT IS CROSS-CONNECTION?
WHY WE HAVE CROSS-CONNECTION
CHANGES TO CROSS-CONNECTION CODE
CROSS-CONNECTION CODE
WHO WILL THIS IMPACT?
WHAT IS NEXT?

14. Regional Plan 2045 Update Potential Process and Strategies

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

FLAGSTAFF REGIONAL PLAN UPDATE STRATEGIES AND PROCESS
WORK SESSION OBJECTIVES
FLAGSTAFF REGIONAL PLAN 2030 VISION
WHAT IS THE REGIONAL PLAN?
HIERARCHY OF PLANNING DOCUMENTS
WHY IS IT A REGIONAL PLAN?
HOW HAS THE PLAN EVOLVED?
WHAT DID THE PUBLIC WANT THE FLAGSTAFF REGIONAL PLAN TO DO?
THE NEXT REGIONAL PLAN
GUIDING PROCESS PRINCIPLES
THE PROPOSED PUBLIC PARTICIPATION PROCESS

DATA ANALYSIS AND FORECASTING
EMERGING ISSUES

Tyler Denham addressed Council with questions about the outreach plan and how the city will target the hard to reach demographics and ensure that all residents have a voice in the process.

Vice Mayor Daggett expressed a desire to get a commitment from the neighborhood groups to participate and help bring the people in their neighborhoods out to the meetings. She would like to see the neighborhood groups engaged in a direct way and at the beginning of the process. She suggested things such as providing a meal, childcare, and interpreters as a way to reduce the roadblocks that prevent people from participating.

Councilmember Shimoni stated that a primary focus should be on the harder to reach populations and encouraging them to participate in the process. He suggested partnerships with schools, tribal neighbors, and community groups to help moderate and access the broader community. Mayor Deasy added that the Chief Diversity Officer at NAU and religious organizations may be additional avenues for increasing engagement.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Adam Shimoni to continue the meeting in accordance with the City Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

15. Public Participation

None.

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

Councilmember Shimoni reported that he will be meeting later in the week to discuss acts of kindness and the flower cart at various places in the community.

Mayor Deasy reported that he is very excited to be getting a large shipment of KN95 masks that can be distributed throughout the local and tribal communities.

17. Adjournment

The City Council Work Session held March 30, 2021, adjourned at 9:40 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 6, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:02 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).

i. Litigation Update

ii. Legal advice regarding Governor Ducey's Executive Order 2021-06

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 6, 2021, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 13, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:30 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:31 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).

i. Apartment Rental Applicant Fees & Notice to Applicants About Available Units and Pending Applications

ii. For Sale Signs at Mobile Home Parks

iii. Legal Advice on Governor Ducey's Executive Order 2021-06

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 13, 2021, reconvened into Open Session at 2:20 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 27, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:30 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 2:31 p.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY (virtually) VICE MAYOR DAGGETT (virtually) COUNCILMEMBER ASLAN (virtually) COUNCILMEMBER SALAS (virtually) COUNCILMEMBER SHIMONI (virtually) COUNCILMEMBER SWEET (virtually)	COUNCILMEMBER MCCARTHY

Others present: Presiding Judge Tom Chotena; Court Administrator Jessica Cortes.

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. On-Call Magistrate Appointments

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 27, 2021, reconvened into Open Session at 2:41 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 4, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal Advice on the Northgate Holdings Prop 207 claim

ii. Legal Advice and Contract Negotiations re Proposed Aura Development Agreement

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 4, 2021, reconvened into Open Session at 2:25 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 11, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 12:05 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Water Litigation Update

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 11, 2021, reconvened into Open Session at 1:38 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Fry's Fuel Center #104," 1322 E. Route 66, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

Fry's Fuel Center is an existing business in Flagstaff that is moving to a larger building. If approved, it will be the 37th active series 10 license in Flagstaff. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is June 4, 2021.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on May 11, 2021. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 10 Description
Fry's Fuel Center - PD Memo
Fry's Fuel Center - Zoning Memo
Fry's Fuel Center - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

5/17/2021

Jeffrey Craig Miller
PO Box 305103
Nashville, TN 37320

Dear Mr. Miller:

Your application for a new Series 10 Liquor License for Fry's Fuel Center #104 located at 1322 E. Route 66, Flagstaff, AZ was posted on May 11, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 1, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 31, 2021 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-035

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **May 13th 2021**

RE: **LIQUOR LICENSE APPLICATION – SERIES 10 FRYS FUEL CENTER**

On May 13th, 2021, I initiated an investigation into a new application for a series 10 (Beer and Wine) liquor license filed by Craig Miller (Agent), Dorothy Roberts (Controlling Person), Todd Foley (Controlling Person), Monica Garnes (Controlling Person) and David Weakland (Controlling Person). The Application number is 148514 and it is for the Fry's Fuel Center which is located at 1322 E. Route 66.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records on any of them. I found evidence that Craig Miller has taken the mandatory liquor law training. I conducted a search for any current and previous liquor licenses or violations by these individuals and none were discovered.

The Fuel Center is not within 300 feet of any school or church. I contacted Craig and he confirmed that he would be attending the council meeting on June 1st.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

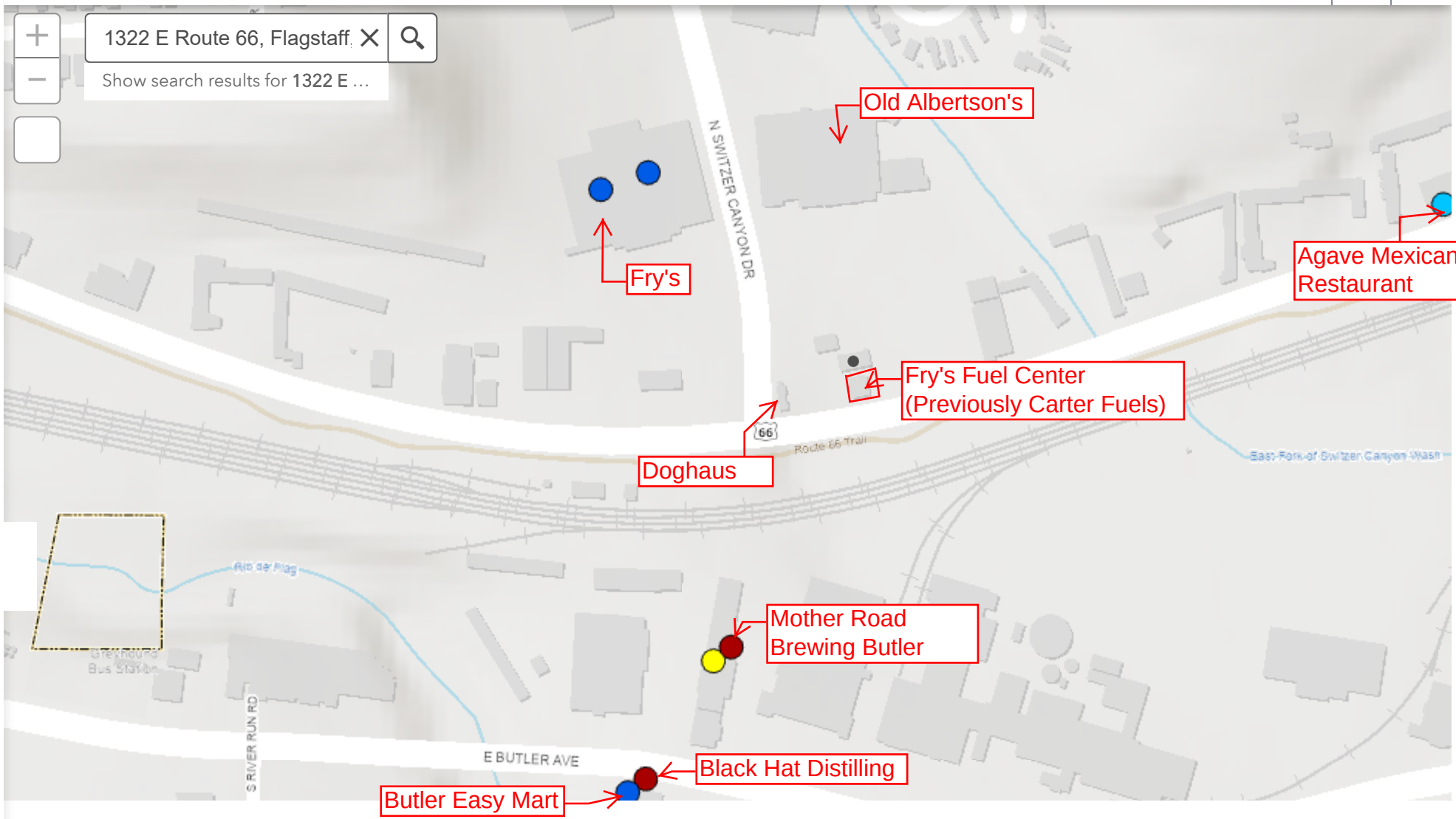
Date: May 10,2021

Re: Application for Liquor License #148514
1322 E. Route 66., Flagstaff, Arizona 86001
Assessor's Parcel Number 104-06-006B
Jeffrey Craig Miller on behalf of Fry's Fuel Center #104

This application is a request for a new Series 10 Beer & Wine Store liquor license by Jeffrey Craig Miller on behalf of Fry's Fuel Center. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses City of Flagstaff GIS



6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Action on Liquor License Application: Jacob Theodore Paulk "Cinders Liquors," 5620 N Highway 89, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business. This license was purchased from THAT TPLA, LLC by Cinders Liquors.

Express Liquors is an existing business in Flagstaff. If approved, it will be the 50th active series 09 liquor license in Flagstaff. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a owner transfer, consideration may be given to only the personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is June 4, 2021.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on May 11. 2021. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 09 Description
Cinders Liquors - PD Memo
Cinders Liquors - Zoning Memo
Cinders Liquors - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

5/18/2021

Jacob Theodore Paulk
5620 N. Highway 89
Flagstaff, AZ 86004

Dear Mr. Paulk:

Your application for a new Series 9 Liquor License Cinders Liquors located at 5620 N. Highway 89, Flagstaff, AZ was posted on May 11, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 1, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 31, 2021 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

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ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Dan Musselman

MEMORANDUM

Memo #21-036

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **May 13th 2021**

RE: **LIQUOR LICENSE APPLICATION – SERIES 9 CINDERS**

On May 13th, 2021, I initiated an investigation into an owner transfer application for a series 9 (liquor store) liquor license filed by Jacob Paulk (Agent). The Application number is 149247 and it is for the Cinders which is located at 5620 N. Hwy 89.

I conducted a query through local systems and public access on Jacob and discovered no derogatory records for him. I found evidence that Jacob has taken the mandatory liquor law training. I conducted a search for any current and previous liquor licenses or violations by Jacob and none were discovered.

The business is not within 300 feet of any school or church. I contacted Jacob and he confirmed that he would be attending the council meeting on June 1st. The business will be open from 10 AM to 8 PM Monday through Thursday, 10 AM to 8:30 PM Friday and Saturday and 10 AM to 7PM on Sundays.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

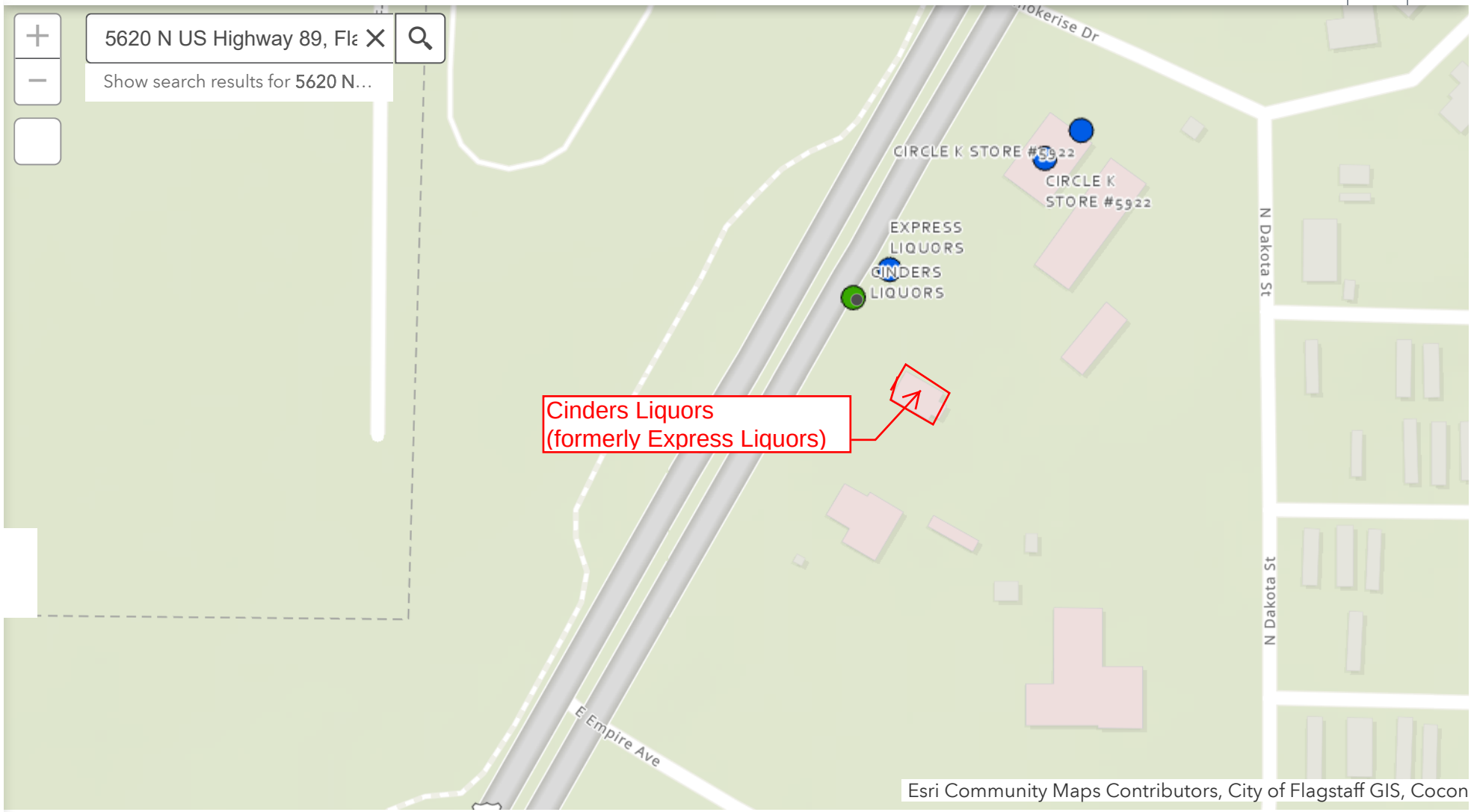
Date: May 10, 2021

Re: Application for Liquor License #149247
5620 N. Highway 89, Flagstaff, Arizona 86004
Assessor's Parcel Number 113-16-006D
Jacob Theodore Paulk on behalf of Cinders Liquor

This application is a request for a transfer Series 9 Liquor Store liquor license by Jacob Theodore Paulk on behalf of Cinders Liquor. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses City of Flagstaff GIS



7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of 21/22 Insurance Program Renewal

STAFF RECOMMENDED ACTION:

Accept the renewal premiums submitted by the Arizona Municipal Risk Retention Pool, and the Airport liability, flood and foreign travel carriers in the estimated amount of $1,863,585.

Executive Summary:

The City of Flagstaff today expends an estimated $1,783,629 to insure all of the City's insurance exposures with The Arizona Municipal Risk Retention Pool and AIG for airport coverage. This premium, if renewed, will have an estimated increase of $80,000 to a total premium of $1,863,585. This increase is offset in its entirety by a dividend that was declared by the Arizona Municipal Risk Retention pool. Staff recommends approval of the renewal offered by the current carriers.

Financial Impact:

No Increased Fiscal Impact

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Effective Governance

Has There Been Previous Council Decision on This:

No

Background/History:

The City of Flagstaff marketed all lines of primary insurance coverage last year and moved all insurance except the Airport liability, flood and foreign travel policies to the Arizona Municipal Risk Retention Pool, (AMRRP). The premiums for last year's policy are estimated at:

1. Workers' Compensation is estimated at audit to be $724,990
2. Other lines of coverage with increases in property and automobile exposures was $892,687
3. The 15-million-dollars in coverage excess policy was $140,891
4. Airport, flood and foreign travel coverages at $25,061

All lines of coverage for fiscal 20/21 are estimated, at audit, to be $1,783,629

One of the advantages of insuring with the Arizona Municipal Risk Retention Pool is that most years dividends are issued based upon net financial performance of the pool. The pool issued a dividend of $86,749 to the City of Flagstaff, which the City has elected to take as a check payable in July of this year.

The Arizona Municipal Risk Retention Pool has had modest increases in some lines of coverage for fiscal year 21/22. The estimated premium for the upcoming fiscal period is estimated at:

1. Workers' Compensation is estimated at $756,530. The increase is primarily driven by an increase in estimated payroll and not an increase in rates.
2. Other lines of coverage are estimated at $938,285
3. The 15-million-dollars in coverage excess policy is $143,709
4. Airport, flood and foreign travel coverages at $25,061

All lines of coverage for fiscal 21/22 are estimated, at audit, to be $1,863,585

This represents a total anticipated premium increase of approximately $80,000 which is 100% off set by the $86,749 dividend declared by the Arizona Municipal Risk Retention Pool board.

Attachments:

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Planning Development Manager
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of Final Plat: Case No. PZ-1800113-03, Canyon Del Rio Investors, LLC requests Final Plat approval for Canyon Del Rio Phase 1 Final Block Plat, a subdivision consisting of 13 blocks, 4 tracts, and rights-of-ways on 262 acres, located at 3200 E Butler Avenue in the R1, Single-Family Residential zone, the MR, Medium-Density Residential zone, the HR, High-Density Residential zone and the HC, Highway Commercial zone.

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 13-blocks, 4-tracts, and rights-of-way on 262 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.
- 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.
- 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:

A Settlement Agreement as approved by City Council was executed on May 13, 2013, and amended on January 29, 2015, which outlines how the Zoning Map Amendment and the Block Plat are to be processed, sets specific development density and intensities, and settles the two pending lawsuits. Once the Zoning Map Amendment was approved last year, all pending lawsuits were resolved. This Block Plat is consistent with the Settlement Agreement and the approved Zoning Map Amendment.

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:

Canyon Del Rio is a 1,426 unit residential and 225,000 square foot commercial development. The proposed development will provide a mixture of high density, medium density, and single-family residential units combined with commercial service, retail, and open space land uses on 262 acres. A Concept Zoning Map Amendment was approved in 2019 for 83-acres located in the northeast corner of the site at the intersection of Butler Avenue and South Fourth Street. The remainder of the property (179-acres) is currently zoned as Single-Family Residential (R1) zone and Medium Density Residential (MR) zone.

The site is heavily treed and is located within the Resource Protection Overlay (RPO) zone. The site has a varied topography, including many slopes and small valleys; the most significant is the Rio de Flag drainage that runs across the southeast corner of the development and continues downstream to Foxglenn Park. The proposed Fourth Street alignment will ultimately connect Butler Avenue and John Wesley Powell Boulevard and runs along the eastern boundary of the Canyon Del Rio subdivision. An existing aboveground 69 KV transmission line crosses the site in an east-west direction at the south end of the development.

Key Considerations:

The City Council reviews final plat applications to ensure that the plat meets the requirements 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 2019.

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: Canyon Del Rio Phase 1 Final Block Plat

PLOTTED: Apr 29, 2021–10:42am

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT CANYON DEL RIO INVESTORS, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), AS OWNER, HAS SUBDIVIDED UNDER THE NAME CANYON DEL RIO, A SUBDIVISION LOCATED IN A PORTION OF SECTION 24, 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 CANYON DEL RIO 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 CANYON DEL RIO PROPERTY OWNERS ASSOCIATION (POA) PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON, TRACTS W, X, AND Y AS SHOWN HEREON FOR PURPOSES OF DRAINAGE, AND TRACT Z AS SHOWN HEREON FOR PURPOSES OF PHASE 2 FUTURE DEVELOPMENT.
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF CLEAR VIEW ZONE EASEMENTS (CVZE) AS SHOWN HEREON FOR TRAFFIC SAFETY AND VISIBILITY PURPOSES. VEGETATION AND IMPROVEMENTS ARE PROHIBITED WITHIN THE EASEMENT AREA, EXCEPT AS PERMITTED BY THE FLAGSTAFF CITY CODE.
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF DRAINAGE MAINTENANCE EASEMENTS (DME) AS SHOWN HEREON 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.
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF PUBLIC TRANSIT EASEMENTS (PTE) AS SHOWN HEREON FOR PUBLIC TRANSIT PURPOSES, INCLUDING WITHOUT LIMITATION, THE CONSTRUCTION, OPERATION, MAINTENANCE, REPLACEMENT AND REPAIR OF PUBLIC TRANSIT RELATED IMPROVEMENTS, TRANSIT SHELTERS, TRANSIT BAYS (OR TURNOUT), LIGHTING, AND ANCILLARY PUBLIC ART AND LANDSCAPING; AND FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, AND GOVERNMENTAL MOTORIZED VEHICLES ACCESS PURPOSES. NOTWITHSTANDING THE FOREGOING, THE CITY OF FLAGSTAFF MAY REQUIRE A LICENSE OR OTHER PERMISSION TO USE THE PTE AND A REGIONAL TRANSPORTATION AUTHORITY SHALL HAVE PRIORITY USE EXCEPT IN CASE OF EMERGENCIES.
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.

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:

1. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
2. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED;
3. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
4. 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. THIS LIMITED, TEMPORARY RIGHT OF ACCESS AUTOMATICALLY EXPIRES WHEN THE GRANTOR'S ADJACENT PROPERTY HAS BEEN DEVELOPED.

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 _____ 2021,

BY: CANYON DEL RIO INVESTORS, LLC

BY: _____
BRIAN RHOTON
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA
SS.
COUNTY OF _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED BY SELF TO THE REPRESENT CANYON DEL RIO INVESTORS, 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 _____, 2021.

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 _____, 2021.

BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

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

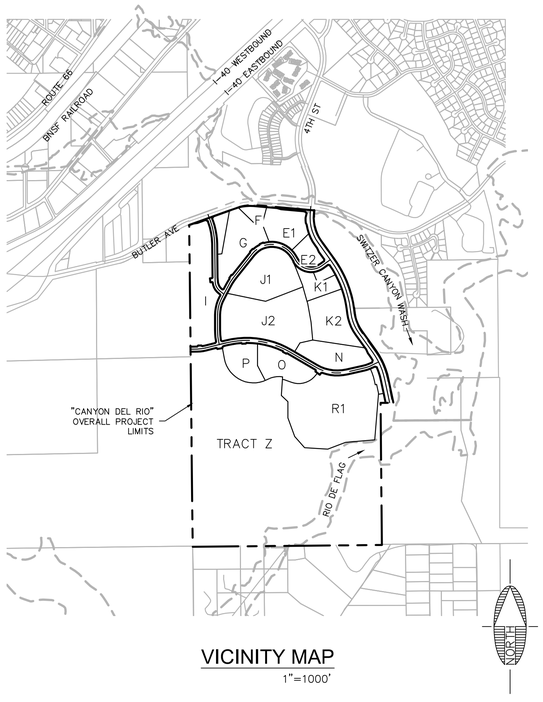
UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

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

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT

FLAGSTAFF, ARIZONA

LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 07 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY.



VICINITY MAP
1"=1000'

LOT COVERAGE/BUILDING INFORMATION

Block	Zoning	Use	Gross Acreage	Net Acreage	Development Units	0.20 FAR SF
E-1	HC-Highway Commercial	Office/Retail	6.35	6.35	N/A	55,321
E-2	HC-Highway Commercial	Office/Retail	2.64	2.64	N/A	23,000
F	HC-Highway Commercial	Office/Retail	1.44	1.44	N/A	12,545
G	MR-Medium Density Residential	Attached Residential	9.03	9.03	50	N/A
I	R1- Single Family Residential	Detached Residential	13.31	13.31	50	N/A
J-1	HR-High Density Residential	Attached Residential/Multi-Family /Apartments	11.66	11.66	240	N/A
J-2	HR-High Density Residential	Attached Residential/Multi-Family /Apartments	18.39	18.39	432	N/A
K-1	HC-Highway Commercial	Retail	4.34	3.40	N/A	37,810
K-2	HC-Highway Commercial	Retail	8.80	8.80	N/A	76,666
N	MR-Medium Density Residential	Attached Residential/Duplex Units	7.11	7.11	42	N/A
O	MR-Medium Density Residential	Attached Residential/Church or School	6.47	6.47	49	N/A
P	MR-Medium Density Residential	Attached Residential/Church or School	5.39	5.39	40	N/A
R1	MR-Medium Density Residential	Detached Residential	27.59	27.07	132	N/A

TRACT INFORMATION

Tract	Use	Net Acreage	Provided Detention/LID Volume (CF)
W	Drainage	1.78	145,190
X	Drainage	0.94	63,537
Y	Drainage	0.73	19,543
Z	Phase 2	119.60	N/A

PROJECT INFORMATION

CANYON DEL RIO
3200 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001

ASSESSOR'S PARCEL NO. 106–08–005N
106–08–005M
106–08–005L
106–08–005P

SHEET INDEX

SHT NO.	DWG. NO.	DESCRIPTION
1	CVR	COVER SHEET
2	FP1	OVERVIEW FINAL PLAT
3	FP2	PHASING PLAN
4	FP3	FINAL PLAT 3
5	FP4	FINAL PLAT 4

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 CANYON DEL RIO PROPERTY OWNERS ASSOCIATION (POA) IS RESPONSIBLE FOR MAINTAINING THE DETENTION BASIN TRACTS' INTEGRITY AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS WITHIN THE PLAT BOUNDARIES.
5. NO FENCING, RE–GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DETENTION BASIN TRACTS.
6. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'CANYON DEL RIO' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
7. 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.
8. TOPOGRAPHIC, BOUNDARY, AND EXISTING EASEMENT INFORMATION BASED ON AN ALTA SURVEY PROVIDED BY SHEPHARD–WESNITZER, INC., JOB NO. 02194, DATED 05–22–2003.
9. CANYON DEL RIO (CDR) SUBDIVISION REZONING PER ORDINANCE NO. 2019–14 AND INSTRUMENT NO. 3846210.
10. THE SLOPE EASEMENTS ARE AUTOMATICALLY ABANDONED ON A LOT OR PARCEL WHEN THE CITY OF FLAGSTAFF ISSUES C OF O FOR THE LOT OR PARCEL.
11. THE EASEMENT FOR EACH SEGMENT OF THE "SPINE" FUTS ALIGNMENT SHALL BE PROVIDED IN CONJUNCTION WITH THE DEVELOPMENT OF THE ADJACENT PARCEL (SUBDIVISION OR SITE PLAN). THE FULL TRAIL WIDTH SHALL BE PROVIDED AT THE TIME OF DEVELOPMENT AND HALF TRAIL SEGMENTS WILL NOT BE ACCEPTED. WHERE THE FUTS SPINE ALIGNMENT IS SHOWN ALONG THE SHARED BOUNDARY OF TWO BLOCKS, THE FIRST BLOCK TO DEVELOP WILL BE RESPONSIBLE TO CONSTRUCT THE FULL WIDTH OF THE FUTS ALONG THAT FRONTAGE AND TO PROVIDE THE NECESSARY EASEMENT(S) FOR THE FULL CONSTRUCTION OF AN SHARED–BOUNDARY SEGMENT.
12. THE CITY OF FLAGSTAFF WILL ACCEPT THE "SPINE" FUTS ONCE THE ENTIRE PHASE 1 ALIGNMENT HAS BEEN COMPLETED (FROM WHETSTONE DRIVE TO BUTLER/4TH STREET). AT THIS TIME THE AREA DEDICATED FOR FUTS EASEMENT MAY BE REMOVED FROM THE TOTAL RESOURCE PROTECTION OVERLAY (RPR) CALCULATION FOR CANYON DEL RIO.
13. THE SUBJECT PROPERTY IS LOCATED WITHIN THE FLAGSTAFF PULLIAM AIRPORT TRAFFIC PATTERN AIRSPACE AS DEFINED BY THE FEDERAL AVIATION ADMINISTRATION.

LEGEND

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

(R1) ALTA/ACSM LAND TITLE SURVEY BY SHEPHARD–WESNITZER, INC. STAMPED BY EARL G. WATTS, RLS 27253 ON 05/22/2003.

- CENTERLINE MONUMENT TO BE SET UPON COMPLETION OF CONSTRUCTION
- INTERIOR LOT CORNER TO BE SET UPON COMPLETION OF CONSTRUCTION
- ½" REBAR W/ ALUMINUM CAP 'LS 14671'
- SECTION CORNER AS NOTED
- CALCULATED POINT

PROPERTY OWNER:

CANYON DEL RIO INVESTORS. LLC (CDRI)
BRIAN RHOTON
2700 N. CENTRAL AVE., NINTH FLOOR
PHOENIX, AZ 85004
(602) 241–1500

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

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 106–08–005M ACCORDING TO INSTRUMENT NUMBERS 3717645 AND 3499971, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

ASSESSOR'S PARCEL NUMBER 106–08–005N ACCORDING TO INSTRUMENT NUMBERS 3717643 AND 3717644, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

ASSESSOR'S PARCEL NUMBERS 106–08–005L AND 106–08–005M ACCORDING TO INSTRUMENT NUMBERS 37176454, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

ASSESSOR'S PARCEL NUMBER 106–08–005P ACCORDING TO INSTRUMENT NUMBERS 3717643 AND 3499970, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

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 _____

REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Date Signed 4/29/21 ARIZONA, U.S.A. Expires 12/31/22

FLAGSTAFF ARIZONA

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT

COVER SHEET

JOB NO:	20076
DATE:	APR 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swgz.com
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you plan to excavate
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:\2020\20076\DRAWINGS\PLATS\FINAL\20076 – COVER SHEET.DWG CPHAM

PLOTTED: Apr 29, 2021–10:42am

SCALE 1" = 200'
0 100 200

106–08–002T
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1
(NOT A PART)

SINAGUA HEIGHTS SUBDIVISION

106–08–001D
COCONINO HUMANE ASSOC. INC
(NOT A PART)

CWE 1/64

S 0°30'11" E 662.44'

REBAR STAMPED "LS 16630 FLAGSTAFF ENGINEERING"
NWSE 1/64

106–08–003F
BRIGHTON DEVELOPMENT INC
(NOT A PART)

N 89°32'15" E 660.12'

S 89°36'21" W 660.26'

106–08–005G
INT L CHURCH OF THE FOURSQUARE GOSPEL
(NOT A PART)

106–08–001C
FLAGSTAFF CITY OF
(NOT A PART)

106–04–007B
FLAGSTAFF CITY OF
(NOT A PART)

2 1/2" ALUMINUM CAP STAMPED
"CITY OF FLAGSTAFF LS 16630" #1100
NORTHING= 52318.51
EASTING= 44745.93
ELEV= 6880.14

3/4" OPEN PIPE
C1/4 S24

S 0°29'59" E 2644.85'

S 0°29'29" E 1986.62'

BLM BRASS CAP
1965

1/4 S13
S24

1/4 S24
S25

106–08–005G
INT'L CHURCH OF THE FOURSQUARE GOSPEL
(NOT A PART)

CNS 1/64

75' ROW

TRACT Y
0.73 ACRES

106–08–005J
BUTLER/FOURTH VENTURE LLC
(NOT A PART)

106–08–000
STATE LAND
(NOT A PART)

102' ROW

FOURTH STREET

106–07–033
GERDZ INVESTMENT LTD PARTNERSHIP RLLP
(NOT A PART)

TRACT X
0.94 ACRES

BLOCK K2
8.80 ACRES

BLOCK N
7.11 ACRES

BLOCK R1
27.07 ACRES

BLOCK E2
2.64 ACRES

BLOCK K1
3.40 ACRES

70' ROW

WHETSTONE DRIVE

FOURTH STREET

BLOCK E1
6.35 ACRES

BUTLER AVENUE

S 89°34'20" W 2655.62'

106–08–005K
FLAGSTAFF FAMILY ASSOC.
(NOT A PART)

BLOCK O
6.47 ACRES

TRACT Z
119.60 ACRES

S 89°35'36" W 2638.48'

106–07–012A
KIMBRELL PAUL F
& TERRY M JT
(NOT A PART)

BLOCK J1
11.66 ACRES

BLOCK J2
18.39 ACRES

106–07–001C
SHRUM ELIZABETH
(NOT A PART)

BLOCK F
1.44 ACRES

70' ROW

CREST STONE ROAD

BLOCK P
5.39 ACRES

106–07–010
O'NEILL COLLEEN
(NOT A PART)

BLOCK G
9.03 ACRES

TRACT W
1.78 ACRES

70' ROW

PEAK POINT ROAD

70' ROW

106–07–011B
SCHMITT ROBERT W &
MARCILITA B
(NOT A PART)

106–08–005H
FOREST RING LLC
(NOT A PART)

BLOCK I
13.31 ACRES

WHETSTONE DRIVE

2x2 SQUARE ROD W/ PUNCH MARK
COF CP#1922200

N 0°43'05" W 2645.53'

1/4 S23
S24

REBAR W/1.5" ALUMINUM CAP STAMPED "LS 4321"

N 0°38'39" W 2646.63'

23 24
26 25

BLM BRASS CAP 1965
COF CP#2122101

14 13
23 24

106–04–006C
FLASH & THE BOYS LLC
(NOT A PART)

106–10–002
LITTLE AMERICA REFINING CO
(NOT A PART)

106–04–006B
SIERRA VISTA NO 6 LLC
(NOT A PART)

106–04–005B
LITTLE AMERICA REFINING CO
(NOT A PART)

106–09–002
LITTLE AMERICA REFINING CO
(NOT A PART)

106–04–007B
FLAGSTAFF CITY OF
(NOT A PART)

FILE: P:\2020\20076\DRAWINGS\PLATS\FINAL\20076 – OVERVIEW FINAL PLAT.DWG CPHAM

FLAGSTAFF
ARIZONA

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT

OVERVIEW FINAL PLAT

JOB NO:	20076
DATE:	APR 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	ADB

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

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)

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

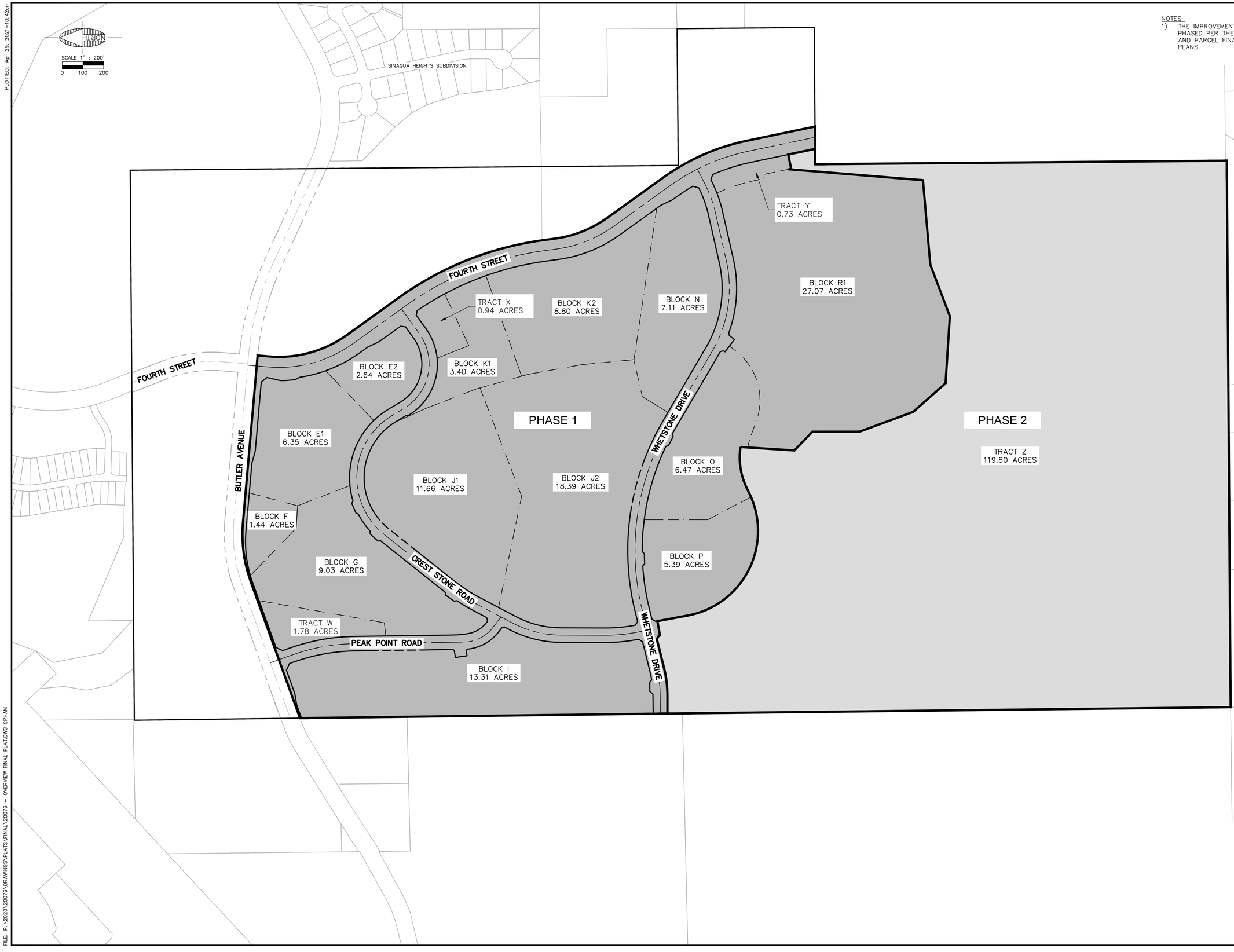
DRAWING NO.
FP1

SHT NO.	OF
2	5

PLOTTED: Apr 29, 2021-10:42am

SCALE 1" = 200'
0 100 200

NOTES:
1) THE IMPROVEMENTS WITHIN PHASE 1 WILL BE PHASED PER THE CIVIL CONSTRUCTION PLANS AND PARCEL FINAL PLATS OR PARCEL SITE PLANS.



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FLAGSTAFF ARIZONA

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT

PHASING PLAN

JOB NO:	20076
DATE:	APR 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	ADB

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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

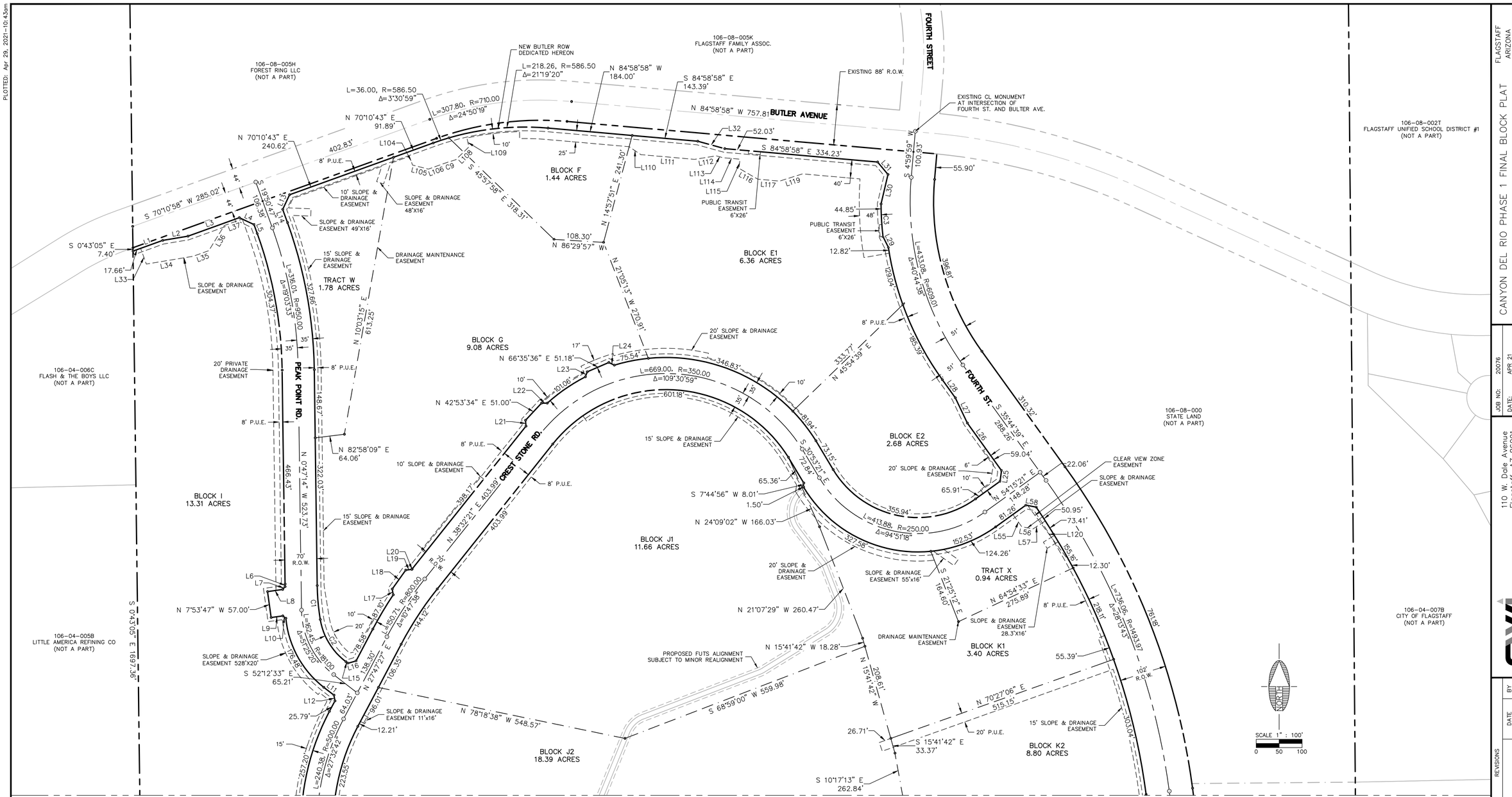
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed... 4/29/21
ARIZONA, USA
Expires 12/31/23

DRAWING NO.
FP2

SHT NO. 3 OF 5

PLOTTED: Apr 29, 2021-10:43am



MATCHLINE SEE SHEET FP4

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	68.73	S 70°10'43" W
L2	55.83	S 80°29'50" W
L3	118.95	S 70°10'43" W
L4	35.36	N 64°50'02" W
L5	20.40	N 19°50'47" W
L6	5.58	S 0°47'13" E
L7	8.25	N 40°39'14" E
L8	33.11	N 82°01'35" E
L9	25.47	S 82°01'35" W
L10	8.58	N 51°55'45" W
L11	27.98	N 52°12'33" W
L12	12.83	N 9°18'01" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L13	35.35	S 25°09'58" W
L14	30.37	S 19°50'47" E
L15	5.57	S 52°12'33" E
L16	18.30	N 73°58'46" E
L17	12.76	N 9°59'40" W
L18	50.52	N 35°29'33" E
L19	13.44	N 82°35'54" E
L20	1.00	N 38°30'17" E
L21	12.85	N 4°18'40" W
L22	12.65	S 89°39'56" E
L23	11.92	N 20°50'52" E
L24	13.39	S 63°57'31" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	23.68	N 7°58'02" E
L26	127.61	N 35°44'39" W
L27	61.00	N 25°21'19" W
L28	48.53	N 35°44'39" W
L29	26.12	N 26°32'28" W
L30	66.03	N 13°19'11" E
L31	35.44	N 39°59'30" W
L32	61.00	S 74°35'38" E
L33	36.44	N 19°49'17" W
L34	103.60	S 80°29'50" W
L35	36.14	S 70°10'43" W
L36	64.18	S 31°37'39" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L37	41.68	S 70°10'43" W
L55	32.97	S 35°44'39" E
L56	25.07	S 78°50'14" E
L57	31.95	N 56°49'35" E
L58	22.83	N 78°50'14" W
L104	20.00	N 19°49'17" W
L105	35.48	N 75°30'50" W
L106	29.31	S 70°10'43" W
L108	39.97	S 45°36'51" W
L109	20.00	S 12°33'46" E
L110	30.88	N 55°55'21" W
L111	117.15	N 84°58'58" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L112	48.21	S 80°53'55" W
L113	15.31	N 74°35'38" W
L114	36.68	N 84°58'58" W
L115	20.00	N 5°01'02" E
L116	46.97	N 59°47'02" W
L117	48.10	N 84°58'58" W
L119	52.09	N 72°26'21" E
L120	156.24	N 36°38'10" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	74.29	495.57	8°35'23"
C2	110.32	145.22	43°31'33"
C3	44.85	672.51	3°49'15"
C9	33.98	536.50	3°37'46"

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

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT
FLAGSTAFF ARIZONA

FINAL PLAT 3

JOB NO:	20076
DATE:	APR 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	ADB

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)

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 4/29/21
ARIZONA, U.S.A.
Expires 12/31/23

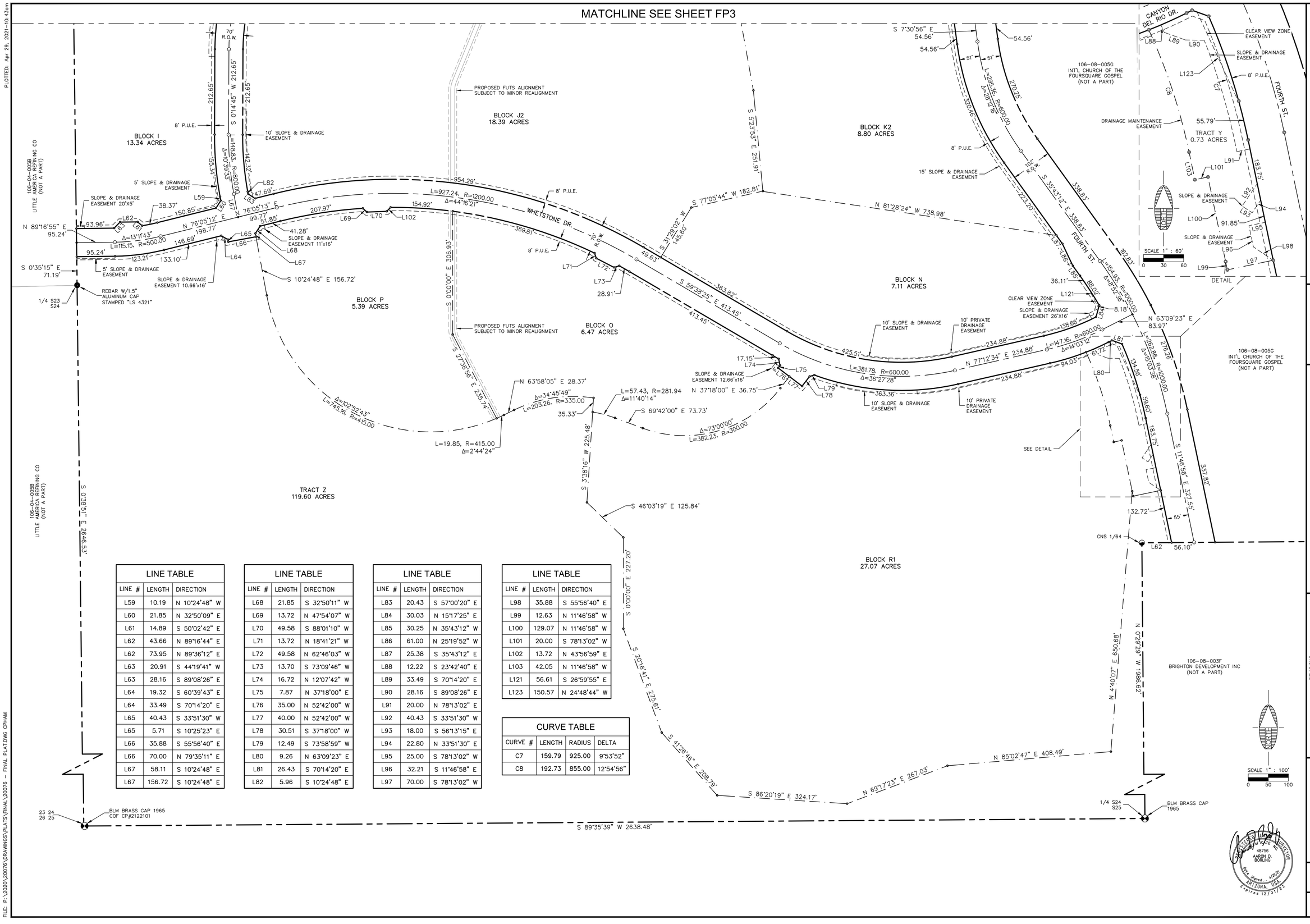
DRAWING NO.
FP3

SHT NO. 4 OF 5

FILE: P:\2020\20076\DRAWINGS\PLATS\FINAL\20076 - FINAL PLAT.DWG CPHAM

PLOTTED: Apr 29, 2021–10:43am

MATCHLINE SEE SHEET FP3



LINE TABLE		
LINE #	LENGTH	DIRECTION
L59	10.19	N 10°24'48" W
L60	21.85	N 32°50'09" E
L61	14.89	S 50°02'42" E
L62	43.66	N 89°16'44" E
L62	73.95	N 89°36'12" E
L63	20.91	S 44°19'41" W
L63	28.16	S 89°08'26" E
L64	19.32	S 60°39'43" E
L64	33.49	S 70°14'20" E
L65	40.43	S 33°51'30" W
L65	5.71	S 10°25'23" E
L66	35.88	S 55°56'40" E
L66	70.00	N 79°35'11" E
L67	58.11	S 10°24'48" E
L67	156.72	S 10°24'48" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L68	21.85	S 32°50'11" W
L69	13.72	N 47°54'07" W
L70	49.58	S 88°01'10" W
L71	13.72	N 18°41'21" W
L72	49.58	N 62°46'03" W
L73	13.70	S 73°09'46" W
L74	16.72	N 12°07'42" W
L75	7.87	N 37°18'00" E
L76	35.00	N 52°42'00" W
L77	40.00	N 52°42'00" W
L78	30.51	S 37°18'00" W
L79	12.49	S 73°58'59" W
L80	9.26	N 63°09'23" E
L81	26.43	S 70°14'20" E
L82	5.96	S 10°24'48" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L83	20.43	S 57°00'20" E
L84	30.03	N 15°17'25" E
L85	30.25	N 35°43'12" W
L86	61.00	N 25°19'52" W
L87	25.38	S 35°43'12" E
L88	12.22	S 23°42'40" E
L89	33.49	S 70°14'20" E
L90	28.16	S 89°08'26" E
L91	20.00	N 78°13'02" E
L92	40.43	S 33°51'30" E
L93	18.00	S 56°13'15" E
L94	22.80	N 33°51'30" E
L95	25.00	S 78°13'02" W
L96	32.21	S 11°46'58" E
L97	70.00	S 78°13'02" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L98	35.88	S 55°56'40" E
L99	12.63	N 11°46'58" W
L100	129.07	N 11°46'58" W
L101	20.00	S 78°13'02" W
L102	13.72	N 43°56'59" E
L121	56.61	S 26°59'55" E
L123	150.57	N 24°48'44" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C7	159.79	925.00	9°53'52"
C8	192.73	855.00	12°54'56"

FILE: P:\2020\20076\DRAWINGS\PLATS\FINAL\20076 - FINAL PLAT.DWG CPHAM

FINAL PLAT 4

CANYON DEL RIO PHASE 1 FINAL BLOCK PLAT

FLAGSTAFF ARIZONA

JOB NO:	20076
DATE:	APR 21
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	ADB

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

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law!
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP4

SHT NO.	OF
5	5

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 4/29/21
ARIZONA, USA
Expires 12/31/22

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Jennnifer Caputo
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of a Contract: The Employee Staffing Agreement with Educational Services, Inc. for the phased retirement program through a Cooperative Purchase Contract with the Mohave Cooperative Services in an annual amount not to exceed $800,000, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Employee Staffing Agreement with Educational Services, Inc. ("ESI") for an annual amount not to exceed $800,000, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The phased retirement program offered by ESI is a tool for succession planning within the municipal organization. It allows for City employees with extensive lengths of employment additional time to share their knowledge with other City personnel prior to leaving the organization or to finish high priority projects.

Many times, the transfer of knowledge does not occur prior to retirement because the employee's retirement date may have come earlier than expected or the employee has been too busy with day-to-day operations to focus on the transfer of knowledge. This additional amount of time dedicated to the transfer of knowledge is incredibly important to the success of the municipal organization and service to the community.

All employees eligible for retirement with Arizona State Retirement System ("ASRS") and demonstrating above average performance would be eligible for the phased retirement program under ESI. In the request, the employee specifies what transfer of knowledge would occur and/or what high priority projects would be completed within the contract period. There must be a recommendation from the Immediate Supervisor and an agreement between the Immediate Supervisor, Division Director, Deputy City Manager and the employee regarding the projects and/or succession steps that will be completed. The contract period would range from three months to a year with the ability to extend for a maximum of one more year. A division may request an extension if a recruitment process was not successful, there were changes in the budget situation, or a project has experienced unexpected or uncontrollable delays. ESI provides phased retirement services to cities, counties and state agencies throughout Arizona. This concept allows retirement eligible staff to retire from ASRS and return as a worker to their same position in the City or another one for which they are qualified. This opportunity is available under the current ASRS Return to Work rules. The worker would be compensated seventy-five percent of their existing salary, sick leave, a reduced number of vacation hours and pay for all City recognized holidays. The City recognizes savings of thirty to forty percent per worker due to the reduction in the employee's salary,

FICA, Medicare, State Retirement, Unemployment and Workers Compensation expenses and the elimination of group insurance. The savings remains in each division's budget to offset the exiting employee's retirement payout first and then may be used for other budgetary expenses.

Financial Impact:

This purchase provides the City with the opportunity to retain key personnel while saving money. The City will pay seventy-five percent of the employee's salary plus a four percent service fee to ESI. The City will save on employee related expenses and group insurance for each employee resulting in the minimum savings of thirty percent for each employee leased back through the phased retirement program.

Policy Impact:

The approval of this Employee Staffing Agreement authorized by the Cooperative Purchase Contract from Mohave Cooperative Services does not impact any existing City policies.

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

The approval of this Employee Staffing Agreement authorized by the Cooperative Purchase Contract from Mohave Cooperative Services supports the retention of qualified staff for an additional period after the employee has chosen to retire in order to create success for the organization and leave behind tools for those who succeed after them. This supports the personnel related Council Goal and the Team Flagstaff Strategic Plan.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Award the Employee Staffing Agreement for phased retirement services authorized by the Mohave Cooperative Services Cooperative Purchase Contract.
2. Do not award the Employee Staffing Agreement for phased retirement services authorized by the Mohave Cooperative Services Cooperative Purchase Contract.
3. Advise staff to conduct a formal solicitation process in lieu of utilizing the Cooperative Purchase Contract with Mohave Cooperative Services.

Background/History:

The Procurement Department located multiple cooperative purchasing contracts but identified the Mohave Cooperative Services Cooperative Purchase Contract as the lowest price to the City for the Employee Staffing Agreement.

Community Benefits and Considerations:

The community benefits from the transfer of institutional knowledge and the completion of high priority projects. The phased retirement program provides valuable transition time, so the City may retain the worker's knowledge and expertise through transferring this information to another employee within the municipal organization. Utilizing the worker's knowledge and expertise to finalize high priority projects provides a positive benefit to the community in terms of time and outcome.

Attachments: City Co-op Contract
Coop Award Letter
Coop Extension

Mohave RFP with Terms & Conditions of Contract

Employee Staffing Agreement

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona effective July 1, 2021 ("Effective Date"), by and between City of Flagstaff ("Client"), and Educational Services, Inc., an Arizona corporation ("ESI").

RECITALS

A. ESI is a corporation in the business of providing employee staffing services.

B. Client is an entity within the State of Arizona and desires to obtain certain staffing services ("Services") from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.

C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below).

D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. RELATIONSHIP OF THE PARTIES

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client's business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI's required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

4. **TERMINATION**

A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days advance written notice.

B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

(1) A material breach by ESI, or a Worker of any of ESI's or Worker's obligations under this Agreement, or under the Worker Contract.

(2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits

an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.

(3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.

(4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 27.

5. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.

B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").

C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.

D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.

E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.

F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.

G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.

H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.

I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act (FWHFA). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.

Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker

timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.

K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

L. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.

6. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

7. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

Client will also pay ESI for all associated employer's payroll liabilities for the Workers. Payroll liabilities are subject to adjustment with any changes in job functions, or positions of Workers, increases in payroll taxes, including, but not limited to changes in FICA (OASDI/Medicare), federal or state unemployment tax rates, workers' compensation rates, or any government mandated insurance requirement that is not already known or currently required, or any government mandated wage increases. Any such adjustments will be effective on the date of the increase or change.

8. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

9. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.

10. **WORKERS' COMPENSATION**

A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $1,000,000 each accident, and $1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.

B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

11. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

12. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars ($2,000,000).

13. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

14. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.

C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.

D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the e-verify program.

E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section l4(D) with respect to any Worker.

F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

15. **PROTECTED LEAVES OF ABSENCE**

A. The Uniformed Services Employment and Reemployment Rights Act of l994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.

B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event

that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

16. **SAFE WORK ENVIRONMENT**

A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.

B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

17. **SUPERVISION**

A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.

B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.

C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

18. **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 to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 13 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 13 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 13 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding

in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 18 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

19. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

20. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

21. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

22. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

23. **ENTIRE AGREEMENT**

This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

24. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

25. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation". The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

26. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

27. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid

first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, Inc.
l4614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254
ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

28. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

29. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

30. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County, Arizona.

32. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statue or executive order.

33. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

34. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2021.

"Client"	EDUCATIONAL SERVICES, INC., an Arizona corporation
_____	_____
By: _____	By: _____
Its: _____	Its: _____

CLIENT ADDRESS FOR NOTICE:

Street Address: _____

City, State, Zip Code: _____

EXHIBIT A
Fee Schedule

ESI Cooperative Contracts
All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

Mohave Educational Services Cooperative Contract No. 17A-ESI-0518

RetireRehire
ASRS Retired Member Leased Employees: excludes Substitutes

- 5.00% of gross salary

SubSource
Certified and Classified Substitutes

- 10.00% of gross salary

Pre-Payment Incentive
Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.50 percentage point reduction of the base admin fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 5% would be reduced to 4.50%.

EXHIBIT B
Client RetireRehire Terms

Salaried Employees

Contractual Salary (% of Exiting Salary)	75%
Supplemental Pay (% of Pay Rate)	0%
Performance Pay	NO
Insurance Support	NO
Leave	YES
Holiday Pay	YES
Program Application Period	NONE
Time Limit with ESI	ONE YEAR

Other Special Provisions:
Sick Leave — Yes (One day per month)

Hourly Employees ☒ Same as Certified Employees

Contractual Salary (% of Exiting Salary)	
Supplemental Pay (% of Pay Rate)	
Performance Pay	
Insurance Support	
Leave	
Holiday Pay	
Program Application Period	
Time Limit with ESI	

Other Special Provisions:

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NOTIFICATION OF AWARD LETTER

April 24, 2017

Sent this day via email to phil@esiaz.us

Phil Tavasci, President
Educational Services, Inc.
21819 N. Scottsdale Road, #100
Scottsdale, AZ 85255

Congratulations, Educational Services, Inc.'s response has been awarded a contract under RFP 17A-0217. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Educational Services, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not provide any services until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 17A-0217 was made available for public inspection on April 24, 2017.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 17A-ESI-0518 and will take effect on May 18, 2017.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB
Contract Specialist I

NOTES ON AWARD FOR: Educational Services, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All services must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #17A-ESI-0518.
- Maria Brissette will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Maria Brissette – maria@mesc.org after the contract effective date of May 18, 2017. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
    1. Member forwards purchase orders to Mohave. Vendor is Educational Services, Inc.
    2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Educational Services, Inc.
    3. Educational Services, Inc. provides services.
    4. Educational Services, Inc. invoices member.
    5. Member pays Educational Services, Inc.
    6. Educational Services, Inc. sends Usage and Reconciliation Report to Mohave.
    7. Educational Services, Inc. remits administration fee monthly, based on invoices paid.
    8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 10th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 12E-ESI-0517.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all 12E-ESI-0517 purchases are closed:
    - Line item purchase orders that remain open under 12E-ESI-0517 should be reported on 12E-ESI-0517 reconciliation reports.
    - Blanket purchase order invoices with a ship date prior to, or on May 17, 2017 should be reported on the 12E-ESI-0517 reconciliation report.
    - New purchase orders issued under the 17A-ESI-0518 contract should be reported under 17A-ESI-0518 reconciliation reports.
    - Blanket purchase order invoices with a ship date after May 17, 2017 should be reported on the 17A-ESI-0518 reconciliation reports.
- Administration fee payments should be mailed to:

  Mohave Educational Services
  625 E. Beale St.
  Kingman, AZ 86401

NOTES ON AWARD FOR: Educational Services, Inc.

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to May 18, 2017. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before May 18, 2017. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until May 18, 2017, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to May 18, 2017 **is a violation of the contract.** Please ensure that your staff is aware of the May 18, 2017 effective date, in order to avoid contract confusion.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to Michael@mesc.org no later than May 12, 2017.**
- Your submitted pricing included rate adjustments for Year 2-5. These adjustments have been removed form awarded contract pricing. Mohave will not approve future rate increases beyond the initial contract term. Any future rate adjustments must be submitted to Mohave for approval prior to offering under an awarded contract. Provide confirmation that the rates for Years 2-5 have been removed from awarded contract pricing for the initial contract term of 5/18/17 to 5/18/18. **Email this information to Michael@mesc.org no later than May 12, 2017.**
- **Provide a current insurance certificate naming Mohave Educational Services Cooperative, Inc. as the certificate holder. Email this information to Michael@mesc.org no later than May 12, 2017.**

4/6/2021

MOHAVE COOPERATIVE

Modification of Contract
(Contract Extension)
(Page 1 of 3)

Phil Tavasci
Educational Services, Inc
14614 N. Kierland Blvd. Suite N230
Scottsdale, AZ 85254

RE: Contract # 17A-ESI-0518 modification of contract through an extension of contract is made by, and between, Educational Services, Inc and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 17A-ESI-0518 for a period of one (1) year, beginning 5/18/2021. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Educational Services, Inc agrees to provide products or prices as per 17A -0217.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature P. Tavasci Title President

Typed/Printed Name Phil Tavasci Date 4/7/21

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

Nancy L. Colbaugh

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 5/18/2021, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 5/18/2021, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 5/18/2021 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract
(Contract Extension)

Requested Pricing Modifications

We list your contract as utilizing Service Rate. Please confirm the following regarding pricing under your contract:

X Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 5/18/2022.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Educational Services, Inc
14614 N. Kierland Blvd. Suite N230
Scottsdale, AZ 85254

Remit to: Educational Services, Inc
Accounts Receivable
PO Box 2999
Phoenix, AZ 85062

Member Contact: Phil Tavasci
Contract Administrator: Phil Tavasci
Phone Number: 480-719-3271
Fax Number: 480-535-9118

Vendor Logo
Currently, we have the following logo on file for use on our website in our product/vendor finder:

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

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Request for Proposal 17A-0217
Temporary Employment and Recruitment Services

Request for Proposal 17A-0217 2

RFP 17A-0217 Offer and Acceptance Form 3

RFP 17A-0217 Scope of Work/Services 6

RFP 17A-0217 Specifications 8

RFP 17A-0217 U.S. Department of Agriculture Form AD-1048 16

RFP 17A-0217 Anti-Lobbying Certification Form 18

RFP 17A-0217 Primary Vendor Information 19

RFP 17A-0217 Pricing Information 24

RFP 17A-0217 Supporting Contract Documents 28

RFP 17A-0217 Special Terms and Conditions 31

RFP 17A-0217 General Terms and Conditions 37

Click section title to be taken directly to that section.

6/7/16 EH

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ARIZONA COOPERATIVE PURCHASING

REQUEST FOR PROPOSAL 17A-0217

Temporary Employment and Recruitment Services

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contract(s) for Temporary Employment and Recruitment Services.

Due Date and Time: **February 17, 2017 at 3:00 p.m. (local Arizona time)**

Pre-proposal Conference: **Wednesday, February 1, 2017 at 10:00 a.m. (local Arizona time)**
WebEx Conference Call – Audio Only
For login information contact Michael Carter, CPPB
no later than Monday, January 30, 2017.

Last Day For Questions: **February 10, 2017 at 5:00 p.m. (local Arizona time)**

RFP QUESTIONS MUST BE DIRECTED TO:
Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with RFP 17A-0217, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or package. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's risk.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole, or in part, if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Anita S McLemore

Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: January 20, 2017

Template Rev. 17-1

Offer and Acceptance Form
(Place after Tab 1a)

RFP 17A-0217
Temporary Employment and Recruitment Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____

The *Offer and Acceptance Form* should be submitted with a signature of the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the *Offer And Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature _____

Printed Name _____ Title _____

Primary Email _____ Alternate email _____

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.
This contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ 2017.

This contract shall be effective the _____ day of _____ 2017.

_____
Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

Instructions to Offeror and Checklist
(Place after Tab 5a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required**. Initial next to each item to indicate completion.

_____**Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

_____**Step TWO:** One (1) original and two (2) additional complete copies of your proposal shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Proposal shall contain all specifications, and any other information required by the solicitation. Include two (2) CD, USB, or similar electronic media device containing electronic copies of your submitted documents with each binder.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but shall be legible.

_____**Step THREE:** Proposal shall be organized and presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and dividers.

- ***Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, USDA Form AD-1048, Anti-Lobbying Certificate.***

_____ **Tab 1a** – The signed Offer and Acceptance Form is placed after Tab 1a.

_____ A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

_____ **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

_____ **Tab 1c** – A complete copy of the General Terms and Conditions is placed after Tab 1c.

_____ A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

_____ A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.

_____ **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.

_____ A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.

_____ A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.

_____ **Tab 1f** – A completed copy of U.S. Department of Agriculture Form AD-1048 is placed after Tab 1f.

_____ Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after (in Tab 1f).

_____ **Tab 1g** – A completed copy of the Anti-Lobbying Certificate Form is placed after Tab 1g.

_____ A copy of OMB standard form LLL, Disclosure of Lobbying Activities (if applicable) is placed after Tab 1g.

Failure to complete and submit the USDA Form AD-1048 (Tab 1f) and Anti-Lobbying Certificate (Tab 1g) shall render your proposal nonresponsive.

Instructions to Offeror and Checklist
(Place after Tab 5a)

- ***Tab 2: Primary Vendor Information***

_____ **Tab 2a** – A complete response to the Method of Approach pages is placed after Tab 2a.

_____ **Tab 2b** – A complete response to the Qualification and Experience pages is placed after Tab 2b.

_____ **Tab 2c** – A current certificate of insurance (**see Special Terms and Conditions 2.2 Liability Insurance**) is placed after Tab 2c.

_____ **Tab 2d** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2d.

- ***Tab 3: Pricing Information***

_____ **Tab 3a** – A paper copy of the summary sections 1-4 worksheets **shall** be included with your proposal. Electronic copies of the entire workbook, your price schedules, and any additional requested price information **shall** be included with your proposal. Two (2) electronic copies of the entire workbook, your price schedules, and any additional requested price information on CD, USB, or similar electronic media devices shall be included with your proposal.

_____ **Tab 3b** – Pricing Methodology, Quick Pay Discount and Acceptance of Pcard Descriptions are placed after Tab 3b.

_____ **Tab 3c** –Travel Description is placed after Tab 3c.

- ***Tab 4: Supporting Contract Documents***

_____ **Tab 4a** – Completed Firm Information, Order Processing and Individual Contact Information is placed after Tab 4a.

_____ **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

- ***Tab 5: Additional Information***

_____ **Tab 5a** – Completed Instructions To *Offeror and Checklist Form* is placed after Tab 5a.

_____ **Tab 5b** – Descriptive literature, slicks and any other supporting printed data are placed after Tab 5b.

_____**Step FOUR:** Confirm that the proposal is complete and signed on page 2 by an authorized representative. ***Note: Do not assume a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.***

_____**Step FIVE:** Keep a complete copy of your proposal for your records.

_____**Step SIX:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date set for proposal opening.

An RFP tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFP opening.

Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for temporary employment and recruitment services as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work and specifications define the quality and characteristics of the desired temporary employment and recruitment services. They are based upon specifications for known acceptable requirements, processes and/or job descriptions/functions. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions that meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two contract vendors hold Mohave's current contracts for the specified services. Activity under the contracts from the effective date including year to date activity (as of the publication date of this RFP) is $1,225,129. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	January 20, 2017
Pre-proposal Conference Held	February 1, 2017 at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using *WebEx* telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	February 10, 2017 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	February 17, 2017 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	February 17, 2017 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	April 17, 2017 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (*estimated date only*)	May 17, 2017

3. SUBMISSION OF PROPOSALS

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form.*

3.3. A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Pricing Information: Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, pricing data (in paper and electronic format), pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information, travel description;

2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: *Offer and Acceptance Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, Scope of Work, Specifications with exceptions/deviations noted, *Scope of Work and Specifications Acceptance Form, U.S. Department of Agriculture Form AD-1048* and *Anti-Lobbying Certificate Form*;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, sample supplemental or end-user agreements;

5) Additional Information: Instructions to *Offeror and Checklist Form*, descriptive literature, slicks and any supporting printed data, additional information.

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

Partial proposals: Mohave will consider partial proposals for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Offerors shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form.*

	Specifications		Comply	Deviate*
1.1	**General Specifications**			
1.1.01	Contract vendor shall not solicit the employees of other awarded contract vendors that are fulfilling obligations under this RFP. Such solicitations shall result in cancellation of the contract.			
1.1.02	Contract vendor shall be responsible for, obtaining, and maintaining, all permits, licenses and/or fees necessary and incidental to the lawful conduct of its business.			
1.1.03	Contract vendor shall remain fully informed of, and in compliance with, all current applicable ordinances and regulations pertaining to the provision of services under an awarded contract.			
1.1.04	Members shall not be required to pay upfront deposits and/or retainers prior to receiving services and/or employment of leased or temporary employees.			
1.1.05	Contract vendor employees shall comply with all instructions pertaining to conduct, building and safety regulations issued by the member.			
1.1.06	The hourly rate for minimum wage positions shall be adjusted to comply with the current applicable required federal, state and/or local minimum wage (whichever is higher) laws. The amount of any increase in the bill rate shall not exceed the amount of the increase in the pay rate to the contract vendor employee, and shall not exceed the amount of the increase in the required minimum wage. Contract vendor shall only adjust those positions that are paying below the required minimum.			

1.1.07	The member shall not be held responsible for handling any current applicable tax obligations to include, but not be limited to: Social Security, Medicare, federal income tax withholding, FICA, state income tax withholding and federal and state unemployment.			
1.1.08	Contract vendor shall not require the member to offer contract vendor's employee participation in any plans, benefits or payment for office closures provided to member's employed staff. Member may offer plans, benefits and paid time off to the contract vendor's employee as an option.			
1.1.09	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable Affordable Care Act (ACA) laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.			
1.1.10	Contract vendor shall identify in the employment agreement to member, prior to providing services, any additional costs or member required payments to comply with current applicable Arizona State Retirement System (ASRS) laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.			
1.1.11	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable federal, state and/or local laws for paid and non-paid leave and/or family leave for contract vendor employees. Member shall be responsible for the remittance of any required payments.			
1.1.12	Contract vendor employees shall be covered by contract vendor's workers' compensation insurance.			
1.1.13	Contract vendor shall not assign any contract vendor employee who has a conviction or convictions as specified in current applicable Arizona Revised Statutes (ARS) §15-512.D to work at a member's site. Temporary certified, administrative, and/or classified support staff shall meet all current applicable certifications and fingerprinting as required by member.			
1.1.14	Initial response to a member request for placement shall be within 24 hours (M-F).			
1.1.15	Contract vendor may be asked to provide multiple candidates to interview for any given position (or occupation) prior to placement.			
1.1.16	Member shall pay no penalty or fee if member hires a contract vendor employee through competitive selection in a department or position other than the assigned department or position.			
1.1.17	Positions may be added throughout the term of the contract upon mutual written agreement between Mohave and the contract vendor. Those positions may include, but not be limited to: • Administrative Secretary • Bilingual Teacher Assistant • Clerk Typist • Custodian • Executive Director • Finance Accounting Technician • Crossing Guards • School Administrators • Kitchen Staff • Facility Maintenance • Office Manager • School Principal • Programmer/Analyst • Purchasing/Warehouse Worker • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • Substitute Teachers • Bus Drivers			

1.1.18	Contract vendor shall supply employees who have been fully and properly trained in the services called for in the assignment.			
1.1.19	Contract vendor shall thoroughly screen all employees to verify the eligibility of their working in a public facility. Employees who work in a school facility shall meet the current applicable requirements, as stated under ARS Title 15, Chapter 5 for certified and non-certified positions. Screening may include, but not be limited to: background checks, fingerprinting checks, drug testing, and reference checks. Any payment of costs associated with the screening process shall be as outlined by statute. Member may request confirmation of such screenings and the documented results.			
1.1.20	With the exception of recruiting services, all assigned personnel shall be employees of contract vendor at the time of any work assignment.			
1.1.21	Contract vendor shall only be paid for the actual services requested by member.			
1.1.22	Member shall pay only for the level of skill required and requested.			
1.1.23	The written agreement between contract vendor and member shall specify if work is to be performed onsite, offsite, or both.			
1.1.24	Any work products such as reports, drawings, graphs, or charts, produced by contract vendor or contract vendor's employees as part of the services rendered under this agreement shall be provided to and be the sole property of the member. Contract vendor shall not release such work or other information obtained or produced pursuant to this agreement without the prior written consent of member.			
1.1.25	Contract vendor personnel shall dress appropriately for the type of job assigned. Contract vendor shall request from member any dress code or uniform requirements and shall provide them to personnel assigned to the member.			
1.1.26	Member shall have direct control over the daily activities of contract vendor's employees. In the event any such employee fails to adhere to member's directions or demonstrates that they are not qualified to perform the required duties, member agrees to notify contract vendor promptly if employee is to be removed/terminated and/or a replacement employee is requested.			
1.1.27	Member may request the replacement of any contract vendor employee who they consider unacceptable. Contract vendor shall waive all fees if a contract vendor employee is unacceptable. Contract vendor shall provide to member detailed information and instructions for the reporting process and include timelines for the replacement of unacceptable employees.			
1.1.28	Repeated failures to provide qualified personnel within the agreed response times, or other unsatisfactory service deficiencies, may be cause to terminate the contract.			
1.1.29	Contract vendor personnel shall not report to an assignment or work under the influence or impairment of alcohol or other substances. Contract vendor shall immediately respond to any member concern about an impaired contract vendor employee working under the influence or substance abuse, and remove the impaired employee.			
1.1.30	Contract vendor shall offer a replacement of the impaired or unsatisfactory contract vendor employee and replacement employee shall be made within 24 hours (M-F) of removal.			

1.2	**Rates and Invoicing Specifications**			
1.2.01	Regular temporary position rates shall be priced in accordance with the skill level determined by member's salary schedule and/or approved offered salary amount(s). Skill levels may include, but not be limited to: **Entry:** Little or no experience and/or minimal education. **Journeyman:** Two or more years experience and/or some education/certification/degree (additional experience may be used in lieu of education). **Senior:** Five or more year's experience and/or applicable education/certification/degree (additional experience may be used in lieu of education).			
1.2.02	Contract vendor shall submit weekly, biweekly or monthly invoices for services provided under the contract. Invoices shall include the name of individual performing services, location of services (member department or site), type of services, hours worked during the billing period and hourly rate for services.			
1.2.03	Temporary and/or temp-to-hire employee rates shall be listed in the employment agreement and accepted by the member prior to services being provided.			
1.2.04	Additional services, teachers pay compensations, and/or stipends shall be itemized or identified in the employee rates and/or salary. These shall be considered as income for the employee.			
1.2.05	Contract vendor may add a fee to specialty temporary employees, leased employees and temp-to-hire pay rates to cover contract vendor's costs and employee's costs.			
1.2.06	Fees for recruiting services may be based upon a percentage of hired employee's salary. Member shall determine hired employee's salary. Contract vendor shall submit pricing methodology for fees. Mohave reserves the right for final approval and acceptance of pricing methodology under an awarded contract.			
1.2.07	For purposes of this contract, overtime is defined as any time in excess of forty (40) hours per week. Weekend work shall not be considered overtime unless the hours worked are in excess of forty (40) hours for that week.			
1.2.08	Member shall approve overtime in advance, in writing. Member shall not be liable for payment of overtime worked, if not approved in advance.			
1.2.09	Pay rate for approved overtime hours shall not be greater than one and one half times the regular rate of pay (time and one-half).			
1.2.10	Contract vendor shall reimburse member for any improper charges, such as: incorrect time cards, unauthorized long-distance phone calls, unauthorized purchases, or improper rate charges by contract vendor or its employees, which are discovered by member.			
1.3	**Regular and Non-Certified Temporary Employee Specifications**			
1.3.01	Contract vendor shall maintain a pool of commonly requested temporary employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: • Administrative Secretary • Custodian • Kitchen Helper • Clerk Typist • Accounting Technician • Warehouse Worker			

1.3.02	Upon request by the member, contract vendor shall submit a catalog (electronic or printed) or individual listing of job descriptions with a minimum and maximum of experience and education for each position being provided. All personnel assigned by the contract vendor shall meet or exceed the minimum requirements indicated in the job descriptions.			
1.3.03	Contract vendor's pricing workbook shall include an hourly bill rate ranges for all listed hourly positions.			
1.3.04	Upon request, contract vendor shall provide resumes for prospective placements to the member.			
1.3.05	During the term of temporary placement, contract vendor shall not assign a temporary employee to another temporary position without prior approval from the member.			
1.4	**Specialty and Certified Temporary Employee Specifications**			
1.4.01	Specialty and certified temporary employees are requested. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: • Teacher Assistant • Programmer/Analyst • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • School Principal • Executive Director • Librarian			
1.4.02	Contract vendor shall attempt to recruit multiple candidates for specialty temporary positions. Contract vendor shall notify member if multiple candidates cannot be recruited.			
1.4.03	Contract vendor shall provide resumes of prospective placements to the member. Member shall have the right to interview candidates prior to selecting a specialty temporary employee.			
1.4.04	Member may reject all candidates without penalty.			
1.4.05	Short and long term substitute teachers are requested.			
1.4.06	Contract vendor shall not assign a specialty temporary employee to another temporary position without prior approval from the member.			
1.4.07	Contract vendor shall provide teachers that have been certified and have fulfilled the requirements of ARS Title 15, Chapter 5, Article 3. Contract vendor shall provide member a copy of certification upon request			
1.5	**Temp-to-Hire and Leased Employee Specifications**			
1.5.01	Contract vendor may offer temp-to-hire employees. Member may interview temp-to-hire employees prior to acceptance or placement.			
1.5.02	Temp-to-hire shall include an evaluation period. Contract vendor and member shall agree on the term of the evaluation period at time of placement. Temp-to-hire employee shall be notified of the length of time for the evaluation period			
1.5.03	During the evaluation period, member shall only be responsible for payment of the temp-to-hire's wages. All other employee costs, including, but not limited to: FICA, unemployment insurance, workers compensation insurance, state taxes, federal taxes and employee benefits such as health and dental, shall be paid by the contract vendor.			

1.5.04	Upon request, contract vendor shall recruit and place leased employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: • Accounting Technician • Administrative Secretary • Bilingual Teacher Assistant • Clerk Typist • Custodian • Executive Director • Kitchen Helper • Librarian • Programmer/Analyst • Registration/Attendance Clerk • Warehouse Worker • Teachers			
1.5.05	The leased employee shall receive supervision and direction from member supervisors; the contract vendor shall handle any general employment responsibilities.			
1.5.06	The member shall retain essential management control over the work performed by leased employees.			
1.5.07	The contract vendor shall assume responsibility for required activities to include, but not be limited to: reporting wages, employment taxes, and benefits packages of temp-to-hire and leased employees.			
1.5.08	Contract vendor shall manage and maintain compliance with current applicable state and federal regulations, payroll, unemployment insurance, W-2 forms and other necessary paperwork for temp-to-hire and leased employees.			
1.6	**Recruiting Specifications**			
1.6.01	Recruiting services are requested. Recruiting may include a variety of positions.			
1.6.02	Recruiting services shall include, but not be limited to: advertising, screening and interviewing on behalf of the member.			
1.6.03	Contract vendor shall comply with member's recruitment policies when recruiting on behalf of the member.			
1.6.04	Contract vendor shall provide member with a recruiting plan prior to starting the recruitment. The recruiting plan shall include methodology, action items, milestones, timelines, and anticipated expenses.			
1.6.05	Contract vendor shall provide member with an opportunity to review and approve advertising materials prior to starting the recruitment.			
1.6.06	Contract vendor shall use member candidate lists upon request.			
1.6.07	Contract vendor shall obtain and use member's criteria for candidate screening.			
1.6.08	Contract vendor shall provide member with a list of candidates who meet member's screening criteria. Contract vendor and member shall agree on the number of candidates.			
1.6.09	Member shall review the screened candidates list and select candidates for interview.			
1.6.10	Contract vendor shall make travel and lodging arrangements for interview candidates upon request. If travel and lodging expenses are not the responsibility of the candidate, member shall be notified of these expenses in advance.			
1.6.11	Member shall provide contract vendor with results of the interviews. Member shall be under no obligation to select any of the interviewed candidates.			

1.6.12	After interviews, member shall provide contract vendor with the next steps to be taken. Next steps may include, but are not limited to: rescreening original candidates not chosen for interview, re-advertising the position, revising the search criteria, notifying successful and/or unsuccessful candidates of member's decision, or terminating the recruitment.			

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1f)

UNITED STATES DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 16) Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name | PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) | Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1f)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on 1 (RFP page 9) in accordance with these instructions.

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 department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted 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," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form 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 by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 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 System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Anti-Lobbying Certification Form
(Place after Tab 1g)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

_____
(Firm Name)

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

_____
(Date Certified)

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Indicate what services are included in your offer:

Regular/Non-certified Temporary Employees	F/T_____	P/T_____	On-Call_____
Specialty/Certified Temporary Employees	F/T_____	P/T_____	On-Call_____
Regular/Non-certified Temp-to-Hire	F/T_____	P/T_____	
Specialty/Certified Temp-to-Hire	F/T_____	P/T_____	
Regular/Non-certified Leased Employees	F/T_____	P/T_____	
Specialty/Certified Leased Employees	F/T_____	P/T_____	
Recruiting Services	_____		

2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This information shall include, but not be limited to:
    a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
    b. Communication process with Mohave and its members;
    c. Standard delivery time for services after receipt of purchase order;
    d. Specific value-added services that may benefit members;
    e. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
    f. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

3. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

    Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

    Will a contract based upon your proposal result in the efficiencies and economies described above?

    Yes _____ *No* _____

    If no, what efficiencies and economies would members receive from a contract based on your proposal?

4. Do you anticipate using subcontractors (third-party services) under an awarded contract? Subcontractor may be a third party recruiting or temporary employment agency.

   Yes ___ No ____
   (Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

   If "Yes" to Question #3, describe how you would use subcontractors to provide services. Indicate if local subcontractors would be used. What is the maximum amount and type of services you would subcontract?

5. Indicate if your offer is regional or statewide: Regional _____ Statewide _____

   If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.

   Using the chart below, please indicate the following:

   a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

   b. Indicate which area(s) of the state that you will provide services under an awarded contract.

   c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache			
Cochise			
Coconino			
Gila			
Graham			
Greenlee			
La Paz			
Maricopa			
Mohave			
Navajo			
Pima			
Pinal			
Santa Cruz			
Yavapai			
Yuma			

6. Location of servicing office(s) and hours of operation:

7. Indicate the average number of employees in the regular temporary employee pool in the servicing office. (Provide the number of pool employees for each servicing office, if there is more than one.)

8. What is your average response time to fill a temporary/leased employee request, (i.e., clerical position)?

9. Do you track and measure the quality of performance of your employees? Yes [ ] No [ ]

10. Do you require a minimum number or work hours per request? Yes [ ] No [ ] If "yes," provide the number of hours:

11. For temp-to-hire, do you have a minimum number of days for the individual to remain in your employ? Yes [ ] No [ ] If yes, indicate number of days:

12. Do you offer early buyout? Yes [ ] No [ ] If yes, provide details on the process:

13. Does your firm have national recruiting capabilities? Yes [ ] No [ ] If offered, provide your recruitment process:

Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the services in this solicitation as follows:
   - A short narrative description of what you are offering for this contract.
   - A *brief* history of your company that includes length of time in business, how long your company has provided the services you are proposing, and your firm's philosophy of doing business.
   - Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
   - Provide information regarding your authorization to submit a proposal for the specified services and confirm that you can provide the services if awarded a contract. Indicate if you are a bona fide dealer for the services in the proposal, or if you are the sole proprietor of the services in the proposal.
2. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

   NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.
3. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have provided services in the past five (5) years, for specific services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **https://www.surveymonkey.com/r/FCB9R55**

   The above survey is now active, and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

   If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.
4. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

5. **Place after Tab 2b:** List five (5) Temporary employment and/or recruitment services that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
Description of problem #1, and what steps were taken to satisfy the customer.					
2					
Description of problem #2, and what steps were taken to satisfy the customer.					
3					
Description of problem #3, and what steps were taken to satisfy the customer.					
4					
Description of problem #4, and what steps were taken to satisfy the customer.					
5					
Description of problem #5, and what steps were taken to satisfy the customer.					

Pricing Information – Price Workbook Instructions
(Place after Tab 3a)

1. All offerors shall complete the summary sections 1-4 worksheets of the 17A Temporary Employment and Recruitment Services workbook titled **"17a temp employment.xlsx"**.
2. In addition to the workbook referenced in number 1 above, offeror may provide additional price schedule(s), (e.g. services/fees price list). However, all price schedules shall follow the format, and provide the information as detailed in the product and services pricing description or instructions.
3. **Two (2) electronic copies of the completed workbook shall be provided on separate CDs, USBs or similar electronic media devices.**
4. A paper copy of the summary sections 1-4 worksheets **shall** be included with your proposal. Electronic copies of the entire workbook, your price schedules, and any additional requested price information **shall** be included with your proposal.
5. All pricing information shall be placed after **Tab 3a**.
6. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Administration fees under an awarded contract will be based upon the service fees charged by the contract vendor to members, and not the temporary/leased/recruited employee's gross salary. Offerors shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated sales or use tax, federal, state, or local income taxes, employee payroll deductions, transportation, lodging, mileage, and/or M&IE.*
7. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
8. Services listed as "*call for quote*" are not acceptable. All services provided with your proposal must contain a specific price in order to be considered for inclusion under an awarded contract.

Failure to complete and submit the 17A Temporary Employment and Recruitment Services Price Workbook shall render your proposal nonresponsive.

Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One - Lodging, M&IE, Mileage and/or Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage or travel/drive rates shall be included in the summary Section Two worksheet of the 17A Temporary Employment and Recruitment Services Workbook.
- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at https://gao.az.gov/travel/travel-information. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Indicate that you are using current state rates in the workbook.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates.*
- **If rates are not specified for these reimbursements, charges will not be allowed**.

Pricing Information – Price Workbook Instructions
(Place after Tab 3a)

Price Workbook Summary Section Two - Fees

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Three – Service Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four – Hourly Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the title for the position/occupation, the position level, hourly rate and any applicable minimum hours per day.
- Add additional line items as necessary to include all of your hourly rate positions to be offered.
- *The hourly rate shall include Mohave's 1% administration fee.*

Pricing Information – Pricing Methodology, Quick Pay Discount and Pcards (Place after Tab 3b)

Pricing Methodology Description

☐ Our pricing methodology is a percent of the hourly rate or annual salary of the temporary employment or recruitment service.

☐ Our pricing methodology is a fixed rate.

☐ A combination of the above.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

Quick Pay Discount

Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes _____ No _____ If yes, what is the discount for 10 days? _____ 20 days? _____

Acceptance of Pcards for Payment

Will you accept Pcards as a method of payment? Yes _____ No _____

Pricing Information – Travel Description
(Place after Tab 3c)

Travel Description

If travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Supporting Contract Documents – Firm Information, Order Processing and Individual Contact Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

   Physical Address _____

   Mail Address, if different _____

   Main Phone Number _____

   Website _____

2. Contact information for firm's Arizona branch office:

   Physical Address _____

   Mail Address, if different _____

   Main Phone Number _____

   Website, if different _____

   Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

   Physical Address _____

   Email Address _____

   Attention of _____

4. Payment remittance address _____

   Attn: _____

   City _____ State _____ Zip _____

   Telephone (invoice questions) _____

5. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* ___ *No* ___

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   ☐ The sales tax rate varies by the location (e.g. ship to rate). Provide additional information below:

   _____

   _____

   _____

Supporting Contract Documents – Firm Information, Order Processing and Individual Contact Information
(Place after Tab 4a)

6. Contacts for Mohave:

Main Mohave representative contact: _____
(Shall be the main point of contact for members and be responsible for member information requests.)

Title _____ Email address _____

Phone number _____ Fax _____

Contract Administrator contact: _____
(Shall be the main point of contact for contract information requests.)

Title _____ Email address _____

Phone number _____ Fax _____

Accounting contact: _____
(Shall be the main point of contact for accounting issues.)

Title _____ Email address _____

Phone number _____ Fax _____

Open Order/Status Report contact: _____
(Shall be the main point of contact regarding open orders and status reports.)

Title _____ Email address _____

Phone number _____ Fax _____

Audit contact: _____
(Shall be the main point of contact for audit requests and clarifications.)

Title _____ Email address _____

Phone number _____ Fax _____

Reconciliation contact: _____
(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

Title _____ Email address _____

Phone number _____ Fax _____

Escalation contact: _____
(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract. ***This contact shall be a different individual than those named for the contacts listed above.*** *)*

Title _____ Email address _____

Phone number _____ Fax _____

Marketing contact: _____
(Shall be the main point of contact for providing marketing information for Mohave's website.)

Title _____ Email address _____

Phone number _____ Fax _____

Supporting Contract Documents – Sample Supplemental or End User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (recruitment agreement, lease employee agreement, service agreement and any additional exhibits or amendments)?

☐Yes ☐No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (indicated in bold text) as indicated in select Special Terms and Conditions.

1. **FORM OF CONTRACT**

1.1. Contract vendor documents: If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

1.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

1.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

2. **INSURANCE**

2.1. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

2.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverage as stated above. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity shall be provided at no additional cost.

2.3. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

2.4. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

2.5. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with Arizona state statute and evidenced by a certificate of insurance.

3. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

4. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision of the services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the proposal and/or its own investigation of the company.

5. PRICING

5.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of rebates shall not affect the amount of administration fee paid to Mohave.

5.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

5.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Percent of the hourly rate or annual salary of the temporary employment or recruitment service;
2. Fixed rate; or
3. A combination of the above.

5.4. Contract pricing: Contract pricing shall include prices/fees/rates for any and all services offered. Contract prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for contract price adjustments to determine if the requested adjustments shall be allowed. New contract pricing shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.

5.5. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

5.6. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

5.7. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

5.8. Travel/drive rates: Contract vendor may charge for travel/drive rates under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

- Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

6. SITE REQUIREMENTS

6.1. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

6.2. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

6.3. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

6.4. Smoking: Persons working under the contract shall adhere to current local smoking policies.

7. SUBCONTRACTORS

7.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

7.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

7.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

7.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

7.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

7.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

8. TERM OF CONTRACT AND EXTENSION

8.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

8.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension. This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension.

8.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions, if that is determined to be in the best interests of members.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☐ **We take no exceptions/deviations to the Special Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select General Terms and Conditions.

1. ADVERTISING

Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. CANCELLATION

3.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

- A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

3.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

3.3. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

3.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

3.5. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;

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- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Providing services under the contract prior to receiving a Mohave reviewed member purchase order for such service.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

3.6. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

3.7. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

3.8. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

3.9. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4. CAPTIONS, HEADINGS AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

5. CERTIFICATION

By signing the Offer and Acceptance Form (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

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- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

6. CONFIDENTIAL INFORMATION

6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall notify the offeor of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.

6.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, with the exception of information deemed confidential by Mohave.

7. CONFIRMATION/DISCUSSIONS

7.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

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Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

7.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave, based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

8. CONTRACT MANAGEMENT

8.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

8.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

8.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

8.4. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

8.5. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

8.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

8.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

8.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for filling out the purchase order, or Pcard process, will be contained in that sample reconciliation report.

For Procurements made with purchase orders:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

For Procurements made with Pcards:

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

8.11. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

8.12. 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 invalid provision or application.

8.13. Successful performance: The sections of the solicitation defining the scope of work, requirements, or qualifications are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

9. COOPERATIVE PURCHASING

9.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

9.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

9.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 5) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

11.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

11.3. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

11.4. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

11.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

11.6. Effect of price: No contract shall be awarded solely on the basis of price.

11.7. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

11.8. 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 Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

11.9. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

11.10. Price workbook: All offerors must complete the 17A Temporary Employment and Recruitment Services Workbook titled **"17a temp employment.xlsx"**. Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Failure to complete and submit the 17A Temporary Employment and Recruitment Services Workbook shall render your proposal nonresponsive. ***Place after Tab 3a.*** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

11.11. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

11.12. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

11.13. Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

11.14. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

11.15. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Additionally, Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

Any offeror scoring zero (0) in any required area may be considered nonresponsive.

12. FEDERAL and STATE REQUIREMENTS

12.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

12.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

12.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

12.4. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

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The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

12.5. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: https://e-verify.uscis.gov/enroll/startpage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

12.6. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

12.7. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

12.8. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

12.9. Non-compliance: All federally assisted contracts with members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

12.10. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12.11. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

12.12. Terrorism country divestments: In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

12.13. Compliance to USDA solicitation requirements:

- Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
- Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CRF parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Offeror shall comply with the provisions of the Consumer Product Safety Act.
- Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

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- Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).
- If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

13. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

14. INDEMNIFICATION

14.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

14.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

14.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

15. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contact vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

16. NEW SERVICES/HOURLY EMPLOYEES

New services, including temporary employees invoiced at hourly rates, must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New services/hourly employees that meet the scope of work may be added to the contract. Contract vendor may replace or add service/hourly employees to an existing contract if the service/hourly employee is replacing or supplementing services/hourly employees on contract, is equal or superior to the original services/hourly employees offered, is discounted in a similar or to a greater degree, and if the services/hourly employees meet the requirements of the solicitation. No services/hourly employees may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new service/hourly employee.

17. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

17.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

19.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

19.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion. Add specific reporting requirements as applicable to this solicitation.

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

19.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

20.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of services. Services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the service fee amount. Administration fees under an awarded contract will be based upon the service fees charged by the contract vendor to members, and not the temporary employee's gross salary. The Mohave administration fee shall not be calculated on ancillary charges (e.g. transportation charges, payroll deductions, mileage, lodging, meals and incidental expenses (M&IE)).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

20.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to: 625 E. Beale St.
Kingman, AZ 86401

21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

21.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

21.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing that would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

21.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

21.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

21.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

22. PROPOSAL OPENING

Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

23. PROSPECTIVE BIDDERS REGISTRATION

Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;

(Cont'd)

- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

26. TAXES

26.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

26.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all quotes and invoices

26.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

26.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

26.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

27. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ **We take no exceptions/deviations to the general terms and conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Jennifer Caputo
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of Contracts: Temporary Personnel Services with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the contracts for the following temporary personnel agencies at the hourly rates outlined in the attached contracts:
    - Performance Strategies, Inc.
    - 22nd Century Technologies, Inc.
    - Compunnel Software Group, Inc.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

City divisions may at times need temporary service personnel to fill a vacancy and/or to assist on special projects. There are two groups of temporary personnel requested 1) administrative and 2) general laborers. In addition to the jobs listed, the City reserves the right to request other job classifications at a negotiated rate if need should arise during the contract.

A total of 15 proposals were received and evaluated based on the agencies' experience and qualifications (i.e. inclusion of group one and group two, dedicated team, team's experience, government experience), method of approach (i.e. turnaround time, testing, reference, interview, training, benefits), proposed fee schedule and references. The recommendation to award to the three agencies listed above is based on their formal response to the Request for Proposals (RFP).

Human Resources previously implemented internal procedures for requesting temporary personnel that will continue to be followed. The hiring supervisor may initiate the request for temporary personnel directly to the temporary personnel agency. Human Resources may assist the hiring supervisor as needed.

Financial Impact:

The Temporary Personnel expenditure will be charged to the appropriate division/section budget.

Total Expenditures for Temporary Personnel Services for FY2019 and FY2020 are listed below:

TOTAL PAYMENTS - ALL VENDORS	
Fiscal Year 2020	$ 402,569.86
Fiscal Year 2019	$ 370,535.73

Policy Impact:

None

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

COUNCIL GOALS:

1. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
3. Support and assist the most vulnerable

Has There Been Previous Council Decision on This:

Yes. The previous Temporary Personnel Services contracts were approved by City Council on July 5, 2016. The initial contract was for one (1) year with four (4) one (1) year extensions with the contract and extensions expiring on June 30, 2021.

Options and Alternatives:

Another option would be to recruit and hire all temporary personnel in lieu of utilizing temporary personnel service agencies. The benefit of doing this would be the City would not pay administrative costs to personnel agencies for their administration. However, it would take longer to fill such vacancies due to having to recruit to find temporary personnel to do the work and the temporary personnel may be less interested in working for the City given there is only one short-term assignment versus working for a temporary personnel agency provide access to multiple short-term assignments.

Background/History:

The City of Flagstaff's Purchasing section posted a new RFP solicitation on March 15, 2021 for Temporary Personnel Services on the PlanetBid’s website and advertised the RFP in the Arizona Daily Sun on March 21 and 28, 2021. The purpose and intent of the RFP was to establish one or more qualified agency(s) to provide a variety of Temporary Personnel Services complying with all State, Federal and Local Laws (including the Americans with Disability Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Patient Protection and Affordable Care Act).

There were 15 proposals received in response to the RFP and opened electronically on April 7, 2021. The recommendation to award to the three agencies listed below is based on their formal responses to the proposal and final evaluation scores and determined by the evaluation panel which consisted of five (5) members. A summary of the scores of all 15 proposals received are identified in the Key Considerations section below.

The top three agencies that scored the highest in the RFP evaluation process were selected for

recommendation of award of contract and are listed below:

1. Performance Strategies, Inc.
2. 22nd Century Technologies, Inc.
3. Compunnel Software Group, Inc.

Key Considerations:

15 proposals were received and evaluated using the following criteria: experience and qualifications, method of approach, fee schedule and references.The evaluation committee selected the top three (3) scoring agencies for which to recommend award of contracts:

Performance Strategies, Inc.	429
22nd Century Technologies, Inc.	408
Compunnel Software Group, Inc.	406
Diskriter, Inc.	387
Moten Tate, Inc.	385
RADgov, Inc.	383
Tryfacta, Inc.	379
Buzzclan, LLC	368
vTech Solutions, Inc.	364
Infojini, Inc.	357
Premier Staffing Source, Inc.	348
Abacus Service Corporation	340
Staff Today, Inc.	295
Lancesoft, Inc.	274
Viable Staffing Solutions, LLC	40

The initial contracts will be awarded for one (1) year with an option to extend for up to four (4) additional one-year periods. Proposed fee rates shall be firm for one (1) year from date of award.

Expanded Financial Considerations:

Approval of the contracts with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc. to provide Temporary Personnel to maintain services allows the City to continue normal operations as needs and demand dictate with minimal disruptions on an as needed basis.

However, rejecting the recommendation to contract with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc. will require staff to go through a formal hiring process internally, delaying service response to citizens.

Community Benefits and Considerations:

By entering into contracts with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc,. Staff will be able to continue to provide safe, timely and cost-effective services to the community.

Community Involvement:

Inform

Expanded Options and Alternatives:

1. Approve the contracts with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc. to provide Temporary Personnel to maintain services by allowing the City to continue normal operations as needs and demand dictate with minimal disruptions on an as needed basis;
2. Reject the recommendation to contract with Performance Strategies, Inc., 22nd Century Technologies, Inc., and Compunnel Software Group, Inc. and have staff go through a formal hiring process internally, delaying service response to citizens; or
3. Have Staff re-solicit the proposal.

Attachments: Contract - Performance Strategies
Contract - 22nd Century Technologies
Contract - Compunnel

CONTRACT FOR PURCHASE OF SERVICES
Contract No. 2021-53

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Performance Strategies, Inc., an Arizona corporation ("Agency").

WHEREAS, the City of Flagstaff desires to receive and Agency is able to provide services; and

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

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

TEMPORARY PERSONNEL SERVICES

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

2. Compensation: Agency's shall be paid for satisfactory performance of the work, in accordance to the Fee Schedule identified in *Exhibit A.* 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 A.*

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

5. Contract Term: The Contract term is for a period of one year unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties.

6. Renewal: This Contract may be renewed or extended for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov

To Agency:

Beth Caplan
Performance Strategies, Inc.
2724 E. Lakin Ste. 1
Flagstaff, AZ 86004
beth@performancestaff.com

With a copy to:

Jennifer Caputo
Human Resource Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jcaputo@flagstaffaz.gov

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

AGENCY

_____

Print name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20____

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

RIGHT TO CONTROL: The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS: Agency will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent be facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT: Agency will check references for temporaries to be placed in general, administrative and labor positions to determine if past employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES: Agency shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any Agency temporary employee for a regular City position.

TEMPORARY PERSONNEL SERVICES
OPERATING PROCEDURES

An employee of the City of Flagstaff will call the Agency to place an order stating the position, typical duties, person and Section the temporary will report to, starting time, date, and length of employment. The Agency must verify the hourly rate for the position ordered.

When the City of Flagstaff calls the Agency by 1:00 p.m., the Agency must supply a temporary employee by 8:00 a.m. the following day. (City summer hours are: 7:00 a.m. – 4:00 p.m.) The Agency must inform the Division utilizing the service of the name of the temporary employee that will be working in the position ordered. In addition, the Agency shall inform the temporary employee of the Section in which he/she will be located.

The necessary start and finish hours for general laborers will vary during summer and winter months. Employees must be available within a one-hour on-site request and should be available daily to the City of Flagstaff on a 24-hour basis 7 days a week. 12-hour shift work may be necessary. Approximate Summer and Winter Hours: Summer start hours: 4:00 a.m. or 5:00 a.m. finishing approximately at 10:00 p.m. Winter start hours: 2:00 a.m. or 4:00 a.m. finish hours will vary.

At a minimum, general laborers must be in safety work boots, gloves and be prompt in arriving to the work-site. Due to seasonal conditions, employees should come prepared to work in adverse weather conditions. Please indicate if employees are provided general working tools from your Agency.

General laborers will be required to operate gas powered equipment: weed eaters/wackers, blowers, sprayers, sidewalk cleaners, snow blowers, ladders (less than 10 feet), basic tools: hand tools, pruners, hedges, shovels, racks, brooms, etc. and other equipment as deemed necessary for completion of duties as assigned by Section. Positions of this class perform a high degree of physical exertion and heavy lifting.

All contacts regarding Temporary Services must be made with the City section utilizing the service.

When supplying a temporary employee, the Agency must ensure the following:

One temporary employee per order unless the time period is extended by the City Section requesting the temporary employee. Whenever this change is made, the Agency must supply the Department with the name of the replacement.

Once a temporary employee is assigned to a City Section, the temporary employee is expected to work the full assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary employees are not to be reassigned by the Agency.

Assigned temporary employees must meet position specifications as set forth in the Temporary Services Position Specifications or as agreed upon. The City reserves the right to request another temporary employee if the first does not meet performance standards.

The City reserves the right to adjust the base rate for temporary employees who exceed the job skill level as indicated.

All temporary employees are expected to report to work on time and dress appropriately for public contact. The Agency is required to attach time sheets to all invoices. To expedite invoice payments, the Agency must indicate the Division, and Section in which the temporary employee worked (i.e. Planning, Library, Water, Streets, etc.) on the invoice. Separate invoices should be provided for each temporary employee.

(Intentionally Left Blank)

FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE ASSISTANT

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned.

Performs various clerical duties, utilizing standard office equipment, to include screening incoming calls, taking and transmitting messages, distributing mail, making photocopies of various documents, typing, data entry, and word processing.

Examples of type of assignment may include:

- **Switchboard Operator** – operates a central switchboard console receiving and routing calls and e-mails to appropriate personnel and departments. Provides telephone and City directory assistance. Additional duties may include account clerk duties of a low-level, well-prescribed and routine nature such as coding numbers on invoices and checking for accuracy. Experience in account clerk area is not necessary. Additional duties may also include File Clerk projects, some data entry. Basic knowledge of office equipment such as copier, fax machine, and Microsoft office suite products required.

- **File Clerk** – Performs filing, numerically and alphabetically. Additional duties may include light typing, photocopying, data entry of a well prescribed and routine nature, and answering telephones. Experience in the data entry area is not necessary.

- **Data Entry Clerk** – Enters numeric and alpha data of a diverse variety into a mainframe computer on a large production basis. Additional duties include verifying the accuracy of input data and editing output for accuracy. Requires experience, speed and accuracy in electronic data input.

- **Clerk** – Performs clerical duties of a very basic nature. Primary duty is typing on a personal computer. Additional duties may include answering the telephone, serving as a receptionist, or performing simple filing. Acceptable typing speed is 35 to 40 words per minute. Experience with personal computers is not necessary.

- **Receptionist** – Performs various clerical and receptionist duties to include greeting and assisting customers, answering the telephone, and filing. Light typing may be required. Experience with personal computers is not necessary.

Performance **Estimated Hours: unknown** **Hourly Rate: $21.65**

FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE SPECIALIST

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned. Responsible for a broader range of duties with more flexibility in making decisions and carrying out tasks (within prescribed procedures) for all functions within the work unit.

Provides excellent customer service to both internal and external customers. Performs professional level administrative duties. Entails reporting directly to a department or division head, and running the office, usually with no other clerical support or support of a clerk nature. Requires extensive office clerical experience at the secretarial level, a proficiency in Microsoft word, version 6.0-computer software, and ability to type from taped transcription. Acceptable typing speed is above 65 words per minute.

Examples of type of assignment may include:

- **Customer Service Administrative Specialist** – Receives payment by cash, check, credit cards, wires, automatic debits, etc. Issue receipts, refunds, credits, or change due to customers. Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change, as well as balance funds at end of shift. Greet customers entering City Hall, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments throughout the City. Communicates clearly with field personnel through two radio system. Clearly and politely communicates with customers in person, on the phone, and in writing. Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Performs other duties of a similar nature or level.

- **Sales Tax Administrative Specialist** – Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Receives, sorts, and distributes a variety of correspondence, records, and information from the general public. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Receive payment by check and wires. Issues receipts, refunds, or credits due to customers. Greet customers, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments. Clearly and politely communicates with customers in person, on the phone, and in writing. Using computers and software application programs, must be exceptionally proficient in filing, data entry, 10-key, customer service, prioritizing work and performing multiple tasks, the ability to listen to and understand information and ideas presented through spoken words and sentences; maintaining various confidential records; ability to use mathematics to solve problems and calculate tax payments. Performs other duties of a similar nature or level.

Performance **Estimated Hours: unknown** **Hourly Rate: $21.70-22.50**

GROUP TWO: GENERAL LABORERS

1. Equipment Operator

The Equipment Operator is responsible for performing a wide variety of tasks. Tasks performed range from lesser complex equipment operation, unskilled, and semi-skilled manual labor duties to highly skilled equipment operation duties associated with heavy equipment.

Work may be performed under direct supervision to exercising a considerable amount of independence and initiative in performing the responsibilities assigned. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

May require a Commercial Drivers License (CDL).

Performance **Estimated Hours: unknown** **Hourly Rate: $22.78**

2. Maintenance Worker

Performs semi-skilled and unskilled manual labor duties associated with various city departments.

Examples of type of assignment may include:

- **Parks – Maintenance Worker** - work performed are maintaining grounds, plants, trees, and shrubs associated with parks, building grounds, and rights of ways, removes litter and manually empties trash cans, drags, lines and prepares ballfields, operates small tractor with attachments, cleans and restocks public restrooms, cleans armadas, playgrounds, outdoor courts, and other Parks & Recreation amenities. Loads/unloads equipment, trims trees with power saws, cuts weeds with a power string trimmer, and digs holes with hand tools.

  Employees of this class perform unskilled manual labor related to maintaining grounds, ballfields, rights-of-ways, tails, and facilities. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible parks maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

  Ability to successfully complete Arizona Department of Public Safety and FBI criminal history fingerprint background investigation required.

Performance **Estimated Hours: unknown** **Hourly Rate: $21.95**

- **Landfill – Maintenance Worker** - work performed is liter pick up in various areas of the City Landfill and surrounding areas. Loads bags onto appropriate vehicles for disposal. Employees of this class perform unskilled manual labor related to liter pick up. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible landfill maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

Requires experience as a laborer in maintenance and a wide variety of construction work, ability to follow oral and written instructions. Must be at least 18 years of age. Must be willing and able to accommodate shift changes including weekends, evenings, nights, and/or 12-hour shifts.

Performance **Estimated Hours: unknown** **Hourly Rate: $21.70**

- **Snow – Maintenance Worker** - Performs unskilled or semi-skilled labor related to snow removal. The work requires hand shoveling of snow, operating snow blowers, under adverse weather conditions. Hours will vary and up to 12-hour shifts may be necessary. Must possess, or obtain upon employment, a telephone, and be available for emergency work. Must possess a valid driver's license and be eligible to drive on behalf of the City.

Performance **Estimated Hours: unknown** **Hourly Rate: $22.00**

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EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Agency 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:** Agency 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.

PAYMENT

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

6. **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 Agency, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

7. **TAXES:** Agency shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Agency'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 Agency'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 Agency's invoices.

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

9. **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

10. **INDEPENDENT CONTRACTOR:** Agency 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.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

14. **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 Agency has clearly marked its proprietary information as "confidential", the City will endeavor to notify Agency prior to release of such information.

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

INDEMNIFICATION, INSURANCE

16. **GENERAL INDEMNIFICATION:** Agency 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 Agency 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.

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

18. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Agency 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. Agency 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

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

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

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

22. 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.

23. 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.

24. ASSIGNMENT: This Contract may be assigned by Agency 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 Agency (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.

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

EMPLOYEES AND SUBCONTRACTORS

26. SUBCONTRACTING: Agency 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. Agency is responsible for Contract performance whether or not subcontractors are used.

27. NONDISCRIMINATION: Agency 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 Agency 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.

28. 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. Agency personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

29. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Agency hereby warrants to the City that the Agency 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 "Agency Immigration Warranty"). A breach of the Agency Immigration Warranty shall constitute a material breach of this Contract and shall subject the Agency 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 Agency or subcontractor employee who works on this Contract to ensure compliance with the Agency Immigration Warranty. Agency 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 Agency and any subcontractors to ensure compliance with Agency's Immigration Warranty. Agency agrees to assist the City in regard to any random verification performed. Neither Agency nor any subcontractor shall be deemed to have materially breached the Agency Immigration Warranty if Agency or subcontractor if Agency 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

30. TERMINATION FOR DEFAULT: If Agency fails to meet the requirements of this Contract, including the Scope of Work and Specifications and/or the City of Flagstaff Temporary Personnel Services Operating Procedures, at any time during the term of the Contract, the Contract will be canceled upon thirty (30) days written notice.

31. CITY REMEDIES: In the event of Agency's default, City may obtain required services from a substitute Agency, and Agency 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 Agency, 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.

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

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

34. 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 Agency.

35. 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 Agency. If this Contract is terminated, City shall be liable only for payment for satisfactory services received and accepted by City before the effective date of termination.

36. TERMINATION DUE TO INSOLVENCY: If Agency 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 Agency under federal bankruptcy law or any state insolvency law, Agency shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Agency is deemed in default, at any time if the Agency 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 Agency's ability to perform under the Contract.

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

38. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Agency, if City determines that Agency 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.

39. 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 Agency.

MISCELLANEOUS

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

41. 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.

42. 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.

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

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

45. 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.

46. 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. Agency 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 Agency, its agents, representatives, employees or Agencies.

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 Agency's obligations under this Contract have been met, including any warranty periods. The Agency'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 Agency from liabilities that might arise out of this Contract, and Agency is free to purchase such additional insurance as Agency may determine is necessary.

   Agency 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. Agency shall be solely responsible for any self-insured retention amounts. City at its option may require Agency 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 Agency, including products and completed operations of the Agency, and automobiles owned, leased, hired or borrowed by the Agency.

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

   c. Primary Insurance. The Agency'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 Agency's insurance and shall not contribute to it.

   d. Each Insured. The Agency'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 Agency 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 Agency 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: Brian Eilerts
   Contract No. 2021-53 Temporary Personnel Services
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Agency 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 Agency from potential insurer insolvency.

8. Certificates of Insurance. The Agency 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 Agency 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 Agency of any deficiencies in such policies and endorsements. The City's receipt of Agency's policies or endorsements shall not relieve Agency from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Agency's obligations under this Contract.

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

CONTRACT FOR PURCHASE OF SERVICES
Contract No. 2021-53

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and 22nd Century Technologies, Inc., a New Jersey corporation ("Agency").

WHEREAS, the City of Flagstaff desires to receive and Agency is able to provide services; and

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

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

TEMPORARY PERSONNEL SERVICES

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

2. Compensation: Agency's shall be paid for satisfactory performance of the work, in accordance to the Fee Schedule identified in *Exhibit A.* 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 A.*

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

5. Contract Term: The Contract term is for a period of one year unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties.

6. Renewal: This Contract may be renewed or extended for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov

To Agency:

Shikha Sharma
22nd Century Technologies, Inc
220 Davidson Ave.
Somerset, NJ 08873
sledbids@tscti.com

With a copy to:

Jennifer Caputo
Human Resource Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jcaputo@flagstaffaz.gov

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

AGENCY

_____

Print name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20____

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

RIGHT TO CONTROL: The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS: Agency will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent be facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT: Agency will check references for temporaries to be placed in general, administrative and labor positions to determine if past employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES: Agency shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any Agency temporary employee for a regular City position.

TEMPORARY PERSONNEL SERVICES
OPERATING PROCEDURES

An employee of the City of Flagstaff will call the Agency to place an order stating the position, typical duties, person and Section the temporary will report to, starting time, date, and length of employment. The Agency must verify the hourly rate for the position ordered.

When the City of Flagstaff calls the Agency by 1:00 p.m., the Agency must supply a temporary employee by 8:00 a.m. the following day. (City summer hours are: 7:00 a.m. – 4:00 p.m.) The Agency must inform the Division utilizing the service of the name of the temporary employee that will be working in the position ordered. In addition, the Agency shall inform the temporary employee of the Section in which he/she will be located.

The necessary start and finish hours for general laborers will vary during summer and winter months. Employees must be available within a one-hour on-site request and should be available daily to the City of Flagstaff on a 24-hour basis 7 days a week. 12-hour shift work may be necessary. Approximate Summer and Winter Hours: Summer start hours: 4:00 a.m. or 5:00 a.m. finishing approximately at 10:00 p.m. Winter start hours: 2:00 a.m. or 4:00 a.m. finish hours will vary.

At a minimum, general laborers must be in safety work boots, gloves and be prompt in arriving to the work-site. Due to seasonal conditions, employees should come prepared to work in adverse weather conditions. Please indicate if employees are provided general working tools from your Agency.

General laborers will be required to operate gas powered equipment: weed eaters/wackers, blowers, sprayers, sidewalk cleaners, snow blowers, ladders (less than 10 feet), basic tools: hand tools, pruners, hedges, shovels, racks, brooms, etc. and other equipment as deemed necessary for completion of duties as assigned by Section. Positions of this class perform a high degree of physical exertion and heavy lifting.

All contacts regarding Temporary Services must be made with the City section utilizing the service.

When supplying a temporary employee, the Agency must ensure the following:

One temporary employee per order unless the time period is extended by the City Section requesting the temporary employee. Whenever this change is made, the Agency must supply the Department with the name of the replacement.

Once a temporary employee is assigned to a City Section, the temporary employee is expected to work the full assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary employees are not to be reassigned by the Agency.

Assigned temporary employees must meet position specifications as set forth in the Temporary Services Position Specifications or as agreed upon. The City reserves the right to request another temporary employee if the first does not meet performance standards.

The City reserves the right to adjust the base rate for temporary employees who exceed the job skill level as indicated.

All temporary employees are expected to report to work on time and dress appropriately for public contact. The Agency is required to attach time sheets to all invoices. To expedite invoice payments, the Agency must indicate the Division, and Section in which the temporary employee worked (i.e. Planning, Library, Water, Streets, etc.) on the invoice. Separate invoices should be provided for each temporary employee.

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FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE ASSISTANT

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned.

Performs various clerical duties, utilizing standard office equipment, to include screening incoming calls, taking and transmitting messages, distributing mail, making photocopies of various documents, typing, data entry, and word processing.

Examples of type of assignment may include:

- **Switchboard Operator** – operates a central switchboard console receiving and routing calls and e-mails to appropriate personnel and departments. Provides telephone and City directory assistance. Additional duties may include account clerk duties of a low-level, well-prescribed and routine nature such as coding numbers on invoices and checking for accuracy. Experience in account clerk area is not necessary. Additional duties may also include File Clerk projects, some data entry. Basic knowledge of office equipment such as copier, fax machine, and Microsoft office suite products required.

- **File Clerk** – Performs filing, numerically and alphabetically. Additional duties may include light typing, photocopying, data entry of a well prescribed and routine nature, and answering telephones. Experience in the data entry area is not necessary.

- **Data Entry Clerk** – Enters numeric and alpha data of a diverse variety into a mainframe computer on a large production basis. Additional duties include verifying the accuracy of input data and editing output for accuracy. Requires experience, speed and accuracy in electronic data input.

- **Clerk** – Performs clerical duties of a very basic nature. Primary duty is typing on a personal computer. Additional duties may include answering the telephone, serving as a receptionist, or performing simple filing. Acceptable typing speed is 35 to 40 words per minute. Experience with personal computers is not necessary.

- **Receptionist** – Performs various clerical and receptionist duties to include greeting and assisting customers, answering the telephone, and filing. Light typing may be required. Experience with personal computers is not necessary.

22nd Century **Estimated Hours: unknown** **Hourly Rate: $18-$24**

FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE SPECIALIST

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned. Responsible for a broader range of duties with more flexibility in making decisions and carrying out tasks (within prescribed procedures) for all functions within the work unit.

Provides excellent customer service to both internal and external customers. Performs professional level administrative duties. Entails reporting directly to a department or division head, and running the office, usually with no other clerical support or support of a clerk nature. Requires extensive office clerical experience at the secretarial level, a proficiency in Microsoft word, version 6.0-computer software, and ability to type from taped transcription. Acceptable typing speed is above 65 words per minute.

Examples of type of assignment may include:

- **Customer Service Administrative Specialist** – Receives payment by cash, check, credit cards, wires, automatic debits, etc. Issue receipts, refunds, credits, or change due to customers. Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change, as well as balance funds at end of shift. Greet customers entering City Hall, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments throughout the City. Communicates clearly with field personnel through two radio system. Clearly and politely communicates with customers in person, on the phone, and in writing. Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Performs other duties of a similar nature or level.

- **Sales Tax Administrative Specialist** – Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Receives, sorts, and distributes a variety of correspondence, records, and information from the general public. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Receive payment by check and wires. Issues receipts, refunds, or credits due to customers. Greet customers, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments. Clearly and politely communicates with customers in person, on the phone, and in writing. Using computers and software application programs, must be exceptionally proficient in filing, data entry, 10-key, customer service, prioritizing work and performing multiple tasks, the ability to listen to and understand information and ideas presented through spoken words and sentences; maintaining various confidential records; ability to use mathematics to solve problems and calculate tax payments. Performs other duties of a similar nature or level.

22nd Century **Estimated Hours: unknown** **Hourly Rate: $20-$30**

GROUP TWO: GENERAL LABORERS

1. Equipment Operator

The Equipment Operator is responsible for performing a wide variety of tasks. Tasks performed range from lesser complex equipment operation, unskilled, and semi-skilled manual labor duties to highly skilled equipment operation duties associated with heavy equipment.

Work may be performed under direct supervision to exercising a considerable amount of independence and initiative in performing the responsibilities assigned. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

May require a Commercial Drivers License (CDL).

22nd Century **Estimated Hours: unknown** **Hourly Rate: $18-$28**

2. Maintenance Worker

Performs semi-skilled and unskilled manual labor duties associated with various city departments.

Examples of type of assignment may include:

- **Parks – Maintenance Worker** - work performed are maintaining grounds, plants, trees, and shrubs associated with parks, building grounds, and rights of ways, removes litter and manually empties trash cans, drags, lines and prepares ballfields, operates small tractor with attachments, cleans and restocks public restrooms, cleans armadas, playgrounds, outdoor courts, and other Parks & Recreation amenities. Loads/unloads equipment, trims trees with power saws, cuts weeds with a power string trimmer, and digs holes with hand tools.

  Employees of this class perform unskilled manual labor related to maintaining grounds, ballfields, rights-of-ways, tails, and facilities. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible parks maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

  Ability to successfully complete Arizona Department of Public Safety and FBI criminal history fingerprint background investigation required.

22nd Century **Estimated Hours: unknown** **Hourly Rate: $18-$28**

- **Landfill – Maintenance Worker** - work performed is liter pick up in various areas of the City Landfill and surrounding areas. Loads bags onto appropriate vehicles for disposal. Employees of this class perform unskilled manual labor related to liter pick up. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible landfill maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

Requires experience as a laborer in maintenance and a wide variety of construction work, ability to follow oral and written instructions. Must be at least 18 years of age. Must be willing and able to accommodate shift changes including weekends, evenings, nights, and/or 12-hour shifts.

22nd Century **Estimated Hours: unknown** **Hourly Rate: $20-$30**

- **Snow – Maintenance Worker** - Performs unskilled or semi-skilled labor related to snow removal. The work requires hand shoveling of snow, operating snow blowers, under adverse weather conditions. Hours will vary and up to 12-hour shifts may be necessary. Must possess, or obtain upon employment, a telephone, and be available for emergency work. Must possess a valid driver's license and be eligible to drive on behalf of the City.

22nd Century **Estimated Hours: unknown** **Hourly Rate: $15-$25**

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EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Agency 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:** Agency 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.

PAYMENT

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

6. **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 Agency, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

7. **TAXES:** Agency shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Agency'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 Agency'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 Agency's invoices.

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

9. **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

10. **INDEPENDENT CONTRACTOR:** Agency 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.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

14. **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 Agency has clearly marked its proprietary information as "confidential", the City will endeavor to notify Agency prior to release of such information.

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

INDEMNIFICATION, INSURANCE

16. **GENERAL INDEMNIFICATION:** Agency 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 Agency 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.

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

18. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Agency 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. Agency 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

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

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

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

22. 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.

23. 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.

24. ASSIGNMENT: This Contract may be assigned by Agency 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 Agency (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.

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

EMPLOYEES AND SUBCONTRACTORS

26. SUBCONTRACTING: Agency 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. Agency is responsible for Contract performance whether or not subcontractors are used.

27. NONDISCRIMINATION: Agency 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 Agency 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.

28. 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. Agency personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

29. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Agency hereby warrants to the City that the Agency 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 "Agency Immigration Warranty"). A breach of the Agency Immigration Warranty shall constitute a material breach of this Contract and shall subject the Agency 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 Agency or subcontractor employee who works on this Contract to ensure compliance with the Agency Immigration Warranty. Agency 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 Agency and any subcontractors to ensure compliance with Agency's Immigration Warranty. Agency agrees to assist the City in regard to any random verification performed. Neither Agency nor any subcontractor shall be deemed to have materially breached the Agency Immigration Warranty if Agency or subcontractor if Agency 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

30. TERMINATION FOR DEFAULT: If Agency fails to meet the requirements of this Contract, including the Scope of Work and Specifications and/or the City of Flagstaff Temporary Personnel Services Operating Procedures, at any time during the term of the Contract, the Contract will be canceled upon thirty (30) days written notice.

31. CITY REMEDIES: In the event of Agency's default, City may obtain required services from a substitute Agency, and Agency 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 Agency, 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.

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

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

34. 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 Agency.

35. 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 Agency. If this Contract is terminated, City shall be liable only for payment for satisfactory services received and accepted by City before the effective date of termination.

36. TERMINATION DUE TO INSOLVENCY: If Agency 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 Agency under federal bankruptcy law or any state insolvency law, Agency shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Agency is deemed in default, at any time if the Agency 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 Agency's ability to perform under the Contract.

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

38. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Agency, if City determines that Agency 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.

39. 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 Agency.

MISCELLANEOUS

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

41. 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.

42. 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.

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

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

45. 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.

46. 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. Agency 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 Agency, its agents, representatives, employees or Agencies.

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 Agency's obligations under this Contract have been met, including any warranty periods. The Agency'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 Agency from liabilities that might arise out of this Contract, and Agency is free to purchase such additional insurance as Agency may determine is necessary.

   Agency 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. Agency shall be solely responsible for any self-insured retention amounts. City at its option may require Agency 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 Agency, including products and completed operations of the Agency, and automobiles owned, leased, hired or borrowed by the Agency.

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

   c. Primary Insurance. The Agency'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 Agency's insurance and shall not contribute to it.

   d. Each Insured. The Agency'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 Agency 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 Agency 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: Brian Eilerts
   Contract No. 2021-53 Temporary Personnel Services
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Agency 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 Agency from potential insurer insolvency.

8. Certificates of Insurance. The Agency 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 Agency 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 Agency of any deficiencies in such policies and endorsements. The City's receipt of Agency's policies or endorsements shall not relieve Agency from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Agency's obligations under this Contract.

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

CONTRACT FOR PURCHASE OF SERVICES
Contract No. 2021-53

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Compunnel Software Group, Inc., a New Jersey corporation ("Agency").

WHEREAS, the City of Flagstaff desires to receive and Agency is able to provide services; and

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

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

TEMPORARY PERSONNEL SERVICES

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

2. Compensation: Agency's shall be paid for satisfactory performance of the work, in accordance to the Fee Schedule identified in *Exhibit A.* 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 A.*

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

5. Contract Term: The Contract term is for a period of one year unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties.

6. Renewal: This Contract may be renewed or extended for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov

To Agency:

Nitisha Kainthola
Compunnel Software Group, Inc.
103 Morgan Ln, St. 102
Plainsboro, NJ 08536
sledbids@compunnel.com

With a copy to:

Jennifer Caputo
Human Resource Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jcaputo@flagstaffaz.gov

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

AGENCY

_____

Print name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20____

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

RIGHT TO CONTROL: The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS: Agency will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent be facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT: Agency will check references for temporaries to be placed in general, administrative and labor positions to determine if past employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES: Agency shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any Agency temporary employee for a regular City position.

TEMPORARY PERSONNEL SERVICES
OPERATING PROCEDURES

An employee of the City of Flagstaff will call the Agency to place an order stating the position, typical duties, person and Section the temporary will report to, starting time, date, and length of employment. The Agency must verify the hourly rate for the position ordered.

When the City of Flagstaff calls the Agency by 1:00 p.m., the Agency must supply a temporary employee by 8:00 a.m. the following day. (City summer hours are: 7:00 a.m. – 4:00 p.m.) The Agency must inform the Division utilizing the service of the name of the temporary employee that will be working in the position ordered. In addition, the Agency shall inform the temporary employee of the Section in which he/she will be located.

The necessary start and finish hours for general laborers will vary during summer and winter months. Employees must be available within a one-hour on-site request and should be available daily to the City of Flagstaff on a 24-hour basis 7 days a week. 12-hour shift work may be necessary. Approximate Summer and Winter Hours: Summer start hours: 4:00 a.m. or 5:00 a.m. finishing approximately at 10:00 p.m. Winter start hours: 2:00 a.m. or 4:00 a.m. finish hours will vary.

At a minimum, general laborers must be in safety work boots, gloves and be prompt in arriving to the work-site. Due to seasonal conditions, employees should come prepared to work in adverse weather conditions. Please indicate if employees are provided general working tools from your Agency.

General laborers will be required to operate gas powered equipment: weed eaters/wackers, blowers, sprayers, sidewalk cleaners, snow blowers, ladders (less than 10 feet), basic tools: hand tools, pruners, hedges, shovels, racks, brooms, etc. and other equipment as deemed necessary for completion of duties as assigned by Section. Positions of this class perform a high degree of physical exertion and heavy lifting.

All contacts regarding Temporary Services must be made with the City section utilizing the service.

When supplying a temporary employee, the Agency must ensure the following:

One temporary employee per order unless the time period is extended by the City Section requesting the temporary employee. Whenever this change is made, the Agency must supply the Department with the name of the replacement.

Once a temporary employee is assigned to a City Section, the temporary employee is expected to work the full assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary employees are not to be reassigned by the Agency.

Assigned temporary employees must meet position specifications as set forth in the Temporary Services Position Specifications or as agreed upon. The City reserves the right to request another temporary employee if the first does not meet performance standards.

The City reserves the right to adjust the base rate for temporary employees who exceed the job skill level as indicated.

All temporary employees are expected to report to work on time and dress appropriately for public contact. The Agency is required to attach time sheets to all invoices. To expedite invoice payments, the Agency must indicate the Division, and Section in which the temporary employee worked (i.e. Planning, Library, Water, Streets, etc.) on the invoice. Separate invoices should be provided for each temporary employee.

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FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE ASSISTANT

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned.

Performs various clerical duties, utilizing standard office equipment, to include screening incoming calls, taking and transmitting messages, distributing mail, making photocopies of various documents, typing, data entry, and word processing.

Examples of type of assignment may include:

- **Switchboard Operator** – operates a central switchboard console receiving and routing calls and e-mails to appropriate personnel and departments. Provides telephone and City directory assistance. Additional duties may include account clerk duties of a low-level, well-prescribed and routine nature such as coding numbers on invoices and checking for accuracy. Experience in account clerk area is not necessary. Additional duties may also include File Clerk projects, some data entry. Basic knowledge of office equipment such as copier, fax machine, and Microsoft office suite products required.

- **File Clerk** – Performs filing, numerically and alphabetically. Additional duties may include light typing, photocopying, data entry of a well prescribed and routine nature, and answering telephones. Experience in the data entry area is not necessary.

- **Data Entry Clerk** – Enters numeric and alpha data of a diverse variety into a mainframe computer on a large production basis. Additional duties include verifying the accuracy of input data and editing output for accuracy. Requires experience, speed and accuracy in electronic data input.

- **Clerk** – Performs clerical duties of a very basic nature. Primary duty is typing on a personal computer. Additional duties may include answering the telephone, serving as a receptionist, or performing simple filing. Acceptable typing speed is 35 to 40 words per minute. Experience with personal computers is not necessary.

- **Receptionist** – Performs various clerical and receptionist duties to include greeting and assisting customers, answering the telephone, and filing. Light typing may be required. Experience with personal computers is not necessary.

Compunnel **Estimated Hours: unknown** **Hourly Rate: $23.40**

FEE SCHEDULE
POSITION SPECIFICATIONS

GROUP ONE: ADMINISTRATIVE SPECIALIST

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned. Responsible for a broader range of duties with more flexibility in making decisions and carrying out tasks (within prescribed procedures) for all functions within the work unit.

Provides excellent customer service to both internal and external customers. Performs professional level administrative duties. Entails reporting directly to a department or division head, and running the office, usually with no other clerical support or support of a clerk nature. Requires extensive office clerical experience at the secretarial level, a proficiency in Microsoft word, version 6.0-computer software, and ability to type from taped transcription. Acceptable typing speed is above 65 words per minute.

Examples of type of assignment may include:

- **Customer Service Administrative Specialist** – Receives payment by cash, check, credit cards, wires, automatic debits, etc. Issue receipts, refunds, credits, or change due to customers. Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change, as well as balance funds at end of shift. Greet customers entering City Hall, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments throughout the City. Communicates clearly with field personnel through two radio system. Clearly and politely communicates with customers in person, on the phone, and in writing. Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Performs other duties of a similar nature or level.

- **Sales Tax Administrative Specialist** – Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Receives, sorts, and distributes a variety of correspondence, records, and information from the general public. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Receive payment by check and wires. Issues receipts, refunds, or credits due to customers. Greet customers, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments. Clearly and politely communicates with customers in person, on the phone, and in writing. Using computers and software application programs, must be exceptionally proficient in filing, data entry, 10-key, customer service, prioritizing work and performing multiple tasks, the ability to listen to and understand information and ideas presented through spoken words and sentences; maintaining various confidential records; ability to use mathematics to solve problems and calculate tax payments. Performs other duties of a similar nature or level.

Compunnel **Estimated Hours: unknown** **Hourly Rate: $26.08**

GROUP TWO: GENERAL LABORERS

1. Equipment Operator

The Equipment Operator is responsible for performing a wide variety of tasks. Tasks performed range from lesser complex equipment operation, unskilled, and semi-skilled manual labor duties to highly skilled equipment operation duties associated with heavy equipment.

Work may be performed under direct supervision to exercising a considerable amount of independence and initiative in performing the responsibilities assigned. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

May require a Commercial Drivers License (CDL).

Compunnel **Estimated Hours: unknown** **Hourly Rate: $28.60**

2. Maintenance Worker

Performs semi-skilled and unskilled manual labor duties associated with various city departments.

Examples of type of assignment may include:

- **Parks – Maintenance Worker** - work performed are maintaining grounds, plants, trees, and shrubs associated with parks, building grounds, and rights of ways, removes litter and manually empties trash cans, drags, lines and prepares ballfields, operates small tractor with attachments, cleans and restocks public restrooms, cleans armadas, playgrounds, outdoor courts, and other Parks & Recreation amenities. Loads/unloads equipment, trims trees with power saws, cuts weeds with a power string trimmer, and digs holes with hand tools.

  Employees of this class perform unskilled manual labor related to maintaining grounds, ballfields, rights-of-ways, tails, and facilities. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible parks maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

  Ability to successfully complete Arizona Department of Public Safety and FBI criminal history fingerprint background investigation required.

Compunnel **Estimated Hours: unknown** **Hourly Rate: $26.04**

- **Landfill – Maintenance Worker** - work performed is liter pick up in various areas of the City Landfill and surrounding areas. Loads bags onto appropriate vehicles for disposal. Employees of this class perform unskilled manual labor related to liter pick up. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible landfill maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

Requires experience as a laborer in maintenance and a wide variety of construction work, ability to follow oral and written instructions. Must be at least 18 years of age. Must be willing and able to accommodate shift changes including weekends, evenings, nights, and/or 12-hour shifts.

Compunnel **Estimated Hours: unknown** **Hourly Rate: $26.01**

- **Snow – Maintenance Worker** - Performs unskilled or semi-skilled labor related to snow removal. The work requires hand shoveling of snow, operating snow blowers, under adverse weather conditions. Hours will vary and up to 12-hour shifts may be necessary. Must possess, or obtain upon employment, a telephone, and be available for emergency work. Must possess a valid driver's license and be eligible to drive on behalf of the City.

Compunnel **Estimated Hours: unknown** **Hourly Rate: $26.04**

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EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Agency 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:** Agency 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.

PAYMENT

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

6. **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 Agency, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

7. **TAXES:** Agency shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Agency'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 Agency'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 Agency's invoices.

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

9. **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

10. **INDEPENDENT CONTRACTOR:** Agency 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.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

14. **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 Agency has clearly marked its proprietary information as "confidential", the City will endeavor to notify Agency prior to release of such information.

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

INDEMNIFICATION, INSURANCE

16. **GENERAL INDEMNIFICATION:** Agency 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 Agency 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.

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

18. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Agency 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. Agency 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

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

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

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

22. 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.

23. 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.

24. ASSIGNMENT: This Contract may be assigned by Agency 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 Agency (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.

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

EMPLOYEES AND SUBCONTRACTORS

26. SUBCONTRACTING: Agency 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. Agency is responsible for Contract performance whether or not subcontractors are used.

27. NONDISCRIMINATION: Agency 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 Agency 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.

28. 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. Agency personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

29. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Agency hereby warrants to the City that the Agency 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 "Agency Immigration Warranty"). A breach of the Agency Immigration Warranty shall constitute a material breach of this Contract and shall subject the Agency 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 Agency or subcontractor employee who works on this Contract to ensure compliance with the Agency Immigration Warranty. Agency 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 Agency and any subcontractors to ensure compliance with Agency's Immigration Warranty. Agency agrees to assist the City in regard to any random verification performed. Neither Agency nor any subcontractor shall be deemed to have materially breached the Agency Immigration Warranty if Agency or subcontractor if Agency 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

30. TERMINATION FOR DEFAULT: If Agency fails to meet the requirements of this Contract, including the Scope of Work and Specifications and/or the City of Flagstaff Temporary Personnel Services Operating Procedures, at any time during the term of the Contract, the Contract will be canceled upon thirty (30) days written notice.

31. CITY REMEDIES: In the event of Agency's default, City may obtain required services from a substitute Agency, and Agency 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 Agency, 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.

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

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

34. 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 Agency.

35. 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 Agency. If this Contract is terminated, City shall be liable only for payment for satisfactory services received and accepted by City before the effective date of termination.

36. TERMINATION DUE TO INSOLVENCY: If Agency 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 Agency under federal bankruptcy law or any state insolvency law, Agency shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Agency is deemed in default, at any time if the Agency 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 Agency's ability to perform under the Contract.

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

38. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Agency, if City determines that Agency 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.

39. 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 Agency.

MISCELLANEOUS

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

41. 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.

42. 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.

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

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

45. 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.

46. 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. Agency 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 Agency, its agents, representatives, employees or Agencies.

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 Agency's obligations under this Contract have been met, including any warranty periods. The Agency'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 Agency from liabilities that might arise out of this Contract, and Agency is free to purchase such additional insurance as Agency may determine is necessary.

   Agency 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. Agency shall be solely responsible for any self-insured retention amounts. City at its option may require Agency 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 Agency, including products and completed operations of the Agency, and automobiles owned, leased, hired or borrowed by the Agency.

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

   c. Primary Insurance. The Agency'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 Agency's insurance and shall not contribute to it.

   d. Each Insured. The Agency'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 Agency 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 Agency 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: Brian Eilerts
   Contract No. 2021-53 Temporary Personnel Services
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Agency 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 Agency from potential insurer insolvency.

8. Certificates of Insurance. The Agency 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 Agency 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 Agency of any deficiencies in such policies and endorsements. The City's receipt of Agency's policies or endorsements shall not relieve Agency from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Agency'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.

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Anja Wendel
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of Contract: Reimbursement Agreement with Genterra Enterprises, LLC - Development of 31.45 Acres Adjacent to Flagstaff Pulliam Airport

STAFF RECOMMENDED ACTION:

Staff recommends that Council approve this Reimbursement Agreement with Genterra, LLC, (Genterra). This Agreement is intended to minimize financial risk to both parties, while costs and time are incurred to research development options and craft a Master Development Agreement and/or Ground Lease including master development services for the Pulliam Airport 31.45 acre parcel.

Executive Summary:

This Reimbursement Agreement is expected to be one of several agreements that will be brought to Council in relation to development of the 31.45 acre parcel. This agreement will help enable the City to continue working with Genterra to craft a Master Development Agreement and/or Ground Lease including master development services to develop this parcel in accordance with the Request for Statement of Qualifications (RSOQ) that was issued by the City in September 2020.

The intention is for the Developer to incur the upfront costs of master development services, and to recover such costs through project revenues i.e. leasing revenues. However, both parties desire to enter into this Reimbursement Agreement, to provide reimbursement for specific master development services costs incurred by the developer should certain events occur or when it would be equitable to do so. This agreement provides the framework necessary to proceed with required activities that will provide the information necessary for the development of the Master Development Agreement, Ground Lease including master development services and the parcel.

The City will only be obligated to reimburse Genterra for any appropriate expenses if one of the two events below occurs.

1. The City and Developer do not enter into a Master Development Agreement or Ground Lease including Master Development Services;
2. The Project or Project negotiations are canceled by City because of a desire to pursue other use or development of the Property;

If these event(s) do not occur, and the project moves forward as planned, the City will not be obligated to

reimburse Genterra.

The CIty will have discretion to approve what costs are reimbursable. Genterra must submit a request to City staff for approval of a reimbursement commitment in advance of the work, to ensure the proposed expenditure meets the scope of this project and is critical for the advancement of the project. Genterra may only request reimbursement commitments for work to be completed by third-party contractors. Genterra will contract with the third-party contractors, and the City will be named as beneficiary of the contract and will be entitled to receive the work product.

Financial Impact:

The City will provide reimbursement to Genterra, up to $100,000, in event one of the following two events occur:

a. The City and Developer do not enter into a Master Development Agreement or Ground Lease including Master Development Services;
b. The Project or Project negotiations are canceled by City because of a desire to pursue other use or development of the Property;

The City has $100,000 in the Airport Contingency Fund, that would be able to cover the reimbursement.

Policy Impact:

N/A

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

Priority Based Budget Key Community Priorities and Objectives

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs
- Attract employers that provide high quality jobs and have a low community impact

Regional Plan The Regional Plan considers this an Employment Area and the uses outlined in the RSOQ are consistent with use as an Employment Area. Priority Based Budgeting - Priority and Objective Alignment: Sustainable, Innovative Infrastructure Utilize existing long-range plan(s) that identify the community’s future infrastructure needs & all associated costs.

Has There Been Previous Council Decision on This:

In December, 2020 Council directed staff to negotiate with the highest scoring RSOQ candidate (Genterra, LLC) for a master development agreement for the 31.45 acre parcel.

Options and Alternatives:

1. Approve the agreement;
2. Do not approve the agreement, and provide other direction to staff. If Council does not approve this agreement, staff would continue to coordinate with Genterra to make any necessary revisions Council desires and bring a new Reimbursement Agreement back to Council for approval.

Background/History:

The City of Flagstaff (City) owns 31.45 acres of undeveloped property adjacent to the Flagstaff Pulliam Airport. The property is identified as Assessor's Parcel Number 116-61-006A and is located east of Interstate 17, northwest of John Wesley Powell Boulevard, and southwest of South Pulliam Drive.

This property was released to the CIty by the Federal Aviation Administration (FAA) in 1989 and may be developed or sold. Any revenues derived from the property should benefit the Airport. Residential use was strongly discouraged by the FAA due to the proximity to the airport. The revenue generated from this parcel will directly support airport operations.

In September of 2019, Coffman & Associates with ESI Corporation conducted a market assessment of the 31.45-acre airport parcel. This assessment provided multiple options for the optimal disposition of this parcel including sale, lease, and other considerations for development and offered best potential uses of the land.

In April of 2020, Council provided staff direction to solicit potential master developers through a Request for Statement of Qualifications (RSOQ) process to develop the 31.45-acre airport parcel and maintain ownership of this parcel. Purchasing staff published a Request for Statement of Qualifications (RSOQ) solicitation for Master Developer Services for the Flagstaff Pulliam Airport 31.45 acre parcel in the Arizona Daily Sun on August 16 and 23, 2020 and posted the solicitation to the City of Flagstaff's PlanetBids Website on August 11, 2020. On September 21, 2020, the City received two (2) Statements of Qualifications (SOQs) from Master Developer firms. The solicitation closed on September 15, 2020. After the RSOQ closed, an evaluation panel reviewed the submitted responses received. Final evaluation scores were tabulated in November of 2020 and Genterra Enterprises, LLC ("Genterra") was determined to be the highest scoring candidate. In December 2020, Council directed staff to proceed with negotiations with Genterra to develop this parcel.

Attachments: Presentation
Reimbursement Agreement
RSOQ
Market Assessment

Airport 31.45 Acre Parcel - Contract Discussion

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Overview

- Background/History
- Contract Negotiation
  - Reimbursement Agreement
- What's Next?
  - Ground Lease Agreement
  - Master Development Agreement

Background/History

Subject Site Information

- Parcel Number: 116-61-006A
- Cross Streets: South Pulliam Dr. / West JW Powell Blvd.
- Designated Opportunity Zone
- Zoned Highway Commercial

Background/History

Timeline:

- RSOQ was posted to Planet Bids (August 2020)
- Application Deadline (Sept. 2020)
- Evaluation Team Review (Oct. – Nov. 2020)
- Council direction to negotiate with highest scoring candidate (Dec.2021).
- Negotiations with Genterra Enterprises, LLC (Jan. 2021 – Current).

Contract Negotiations

Reimbursement Agreement

Key Provisions:

- $100K maximum reimbursement to Genterra for third party-party consultant work should the City decide to move in a different direction with this parcel or a master development agreement can not be reached.
- If reimbursement is necessary, the $100K shall be paid from the Airport Contingency Fund.
- City maintains the right to review and approve all possible reimbursement requests in its discretion.
- City will be a beneficiary of all third-party contracts approved for possible reimbursement (entitled to the applicable work product).

What's Next?

- Staff and Genterra will immediately begin negotiating a Terms Sheet and Ground Lease Agreement for this parcel.
- This Terms Sheet will outline key provisions for the Ground Lease such as revenue sharing from the leasing of this parcel and master development services.
- The Ground Lease will then come to Council for final approval.
- A Master Development Agreement, will be the last major agreement that will need to be reached before development begins.

QUESTIONS AND COUNCIL DIRECTION

REIMBURSEMENT AGREEMENT
for Flagstaff Airport Land Development at John Wesley Powell Blvd. and Pulliam Drive

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into _____, 2021, by and between the CITY OF FLAGSTAFF (the "City"), and GENTERRA ENTERPRISES, LLC, an Arizona limited liability company (the "Developer"), and collectively referred to as the “Parties.”

RECITALS

A. The Parties have entered into a Pre-Development Engagement Agreement dated April 29, 2021 related to a proposed commercial development (the “Project”) on a 31.45 acre City-owned property located at the northwest corner of John Wesley Powell Blvd. and South Pulliam Drive, Coconino County Tax Assessor parcel number 116-61-006A (the “Property”), adjacent to the City of Flagstaff Pulliam Airport.

B. The Pre-Development Engagement Agreement recitals and descriptions of the Transaction Documents for the Project as set forth in Section 3 of such agreement are hereby incorporated by reference;

C. The intention is for the Developer to incur the upfront costs of master development services, and to recover such costs through Project revenues. However, the Parties desire to enter into this Reimbursement Agreement, to provide for City reimbursement for specific master development services costs incurred by Developer when it would be equitable to do so, as further described herein.

WHEREFORE, in consideration for the mutual promises set forth herein, the City and the Developer agree as follows:

1. **Term.** The term of this Agreement will commence on the effective date of this Agreement and continue for a period of up to five (5) years, unless sooner terminated by mutual agreement of the parties or default. This Agreement will automatically terminate without further liability to either party, upon the execution of a Master Development Agreement or a Ground Lease including Master Development Services with Developer for development of the Project. A Reimbursement Commitment will survive termination or expiration of this Reimbursement Agreement, and this Agreement shall remain in effect with respect to such commitment(s).

2. **Contract Amount.** The total contract amount shall not exceed $100,000, and is subject to approval of Reimbursement Commitment(s) as described further below.

3. **Reimbursable Costs.** Reimbursable Costs may include but are not limited to the following costs incurred after the effective date of this Agreement:

(a) Costs paid to third-party professionals to assist in creating the Development Plan,

which will include any studies, reports, or conceptual master development plans, land use and common area design plans, and any costs spent obtaining required regulatory or government approvals, if any.

(b) Costs paid to third-party professional consultants to create a business plan, plans and financial pro formas for the Project.

(c) Costs paid to third-party design professionals necessary for creating engineering, zoning, and architectural standards for the infrastructure and common area improvements for the Project, as well as any and all application fees spent in order for such plans or documents to be approved by relevant government entities.

(d) Developer's overhead costs of up to ten percent (10%) (.1 x the reimbursed cost).

4. **Reimbursement Conditions.** Reimbursement conditions may include but are not limited to one or more of the following:

(a) The City and Developer do not enter into a Master Development Agreement or Ground Lease including Master Development Services;

(b) The Project or Project negotiations are cancelled by City because of a desire to pursue other use or development of the Property;

5. **Not Grounds for Reimbursement.** Developer shall not be eligible for reimbursement for costs in any of the following circumstances:

(a) The insolvency of Developer or inability to pay debts as they come due;

(b) Cost overruns for third-party contractors;

(c) Work not yet performed;

(d) Unsatisfactory work outside contract requirements or industry standards;

(e) Unnecessary or unreasonable costs;

(f) Use of third-party contractors lacking appropriate professional licensing or accreditations, or who are debarred or suspended from governmental work in any jurisdiction;

(g) Third-party's work product would not be available for City use following reimbursement payment.

(h) The parties are unable to secure financing for public infrastructure.

(k) After City has entered into a Reimbursement Commitment, if the City and Developer mutually agree to cancel Project negotiations for a Master Development Agreement and/or Ground Lease including Master Development Services, then the City's Reimbursement Commitment shall be halved (reduced by 50%).

6. **Reimbursement Commitment Request.** City is willing to consider requests from Developer for reimbursement commitments. For such consideration to occur, Developer is requested to submit the following to the City in advance:

(a) Scope of work for the services;

(b) The third-party contract for the services that complies with the requirements of Section 8 herein;

(c) Information related to why the services are necessary and appropriate, and any other options considered;

(d) Proposed City reimbursement percentage of cost, and a maximum cap for reimbursement;
(e) An allotment for Developer's overhead (up to .1 x reimbursed cost);
(f) Proposed Reimbursement Conditions for when the City would be obligated to reimburse Developer;
(g) Summary of any City or public funding being used to pay for third-party contract, and competitive procurement process.

Upon receipt of a request, City staff and Developer will promptly meet and discuss the request. If the Developer's request meets the conditions and requirements described herein, the City may issue a Reimbursement Commitment.

7. **Reimbursement Commitments.** A Reimbursement Commitment shall include:

(a) Scope of work for the services;
(b) A summary of the third-party contract for services, and any City conditions related to the third-party contract language;
(c) A City finding that the services are necessary and appropriate;
(d) A City commitment to pay a reimbursement percentage of the services costs and a maximum cap for reimbursement;
(e) A City commitment to pay an allotment for Developer's overhead (up to .1 x the reimbursed cost);
(f) The Reimbursement Conditions that will trigger the City obligation to reimburse the Developer.

The Reimbursement Commitment shall be executed by the parties, numbered, incorporated and attached as part of Exhibit 2 to this Agreement. The City Business Attraction Manager, in consultation with other City staff, is hereby delegated authority to approve any Reimbursement Commitment on behalf of the City.

8. **Third-Party Contract Language.** The parties will negotiate in good faith to agree upon appropriate provisions to be included in third-party contracts subject to a Reimbursement Commitment. Sample possible language is attached hereto as Exhibit 1. The parties agree that Developer has sole discretion to choose its third-party contractors whose work may be reimbursed, so long as the provisions included in Exhibit 1 are included in such third-party contractor agreements with Developer.

9. **Invoicing for Reimbursement.** Developer may invoice the City for reimbursement if the conditions of this Reimbursement Agreement and separate Reimbursement Commitment are met. Any invoice will include:

(i) Invoice "pursuant to Reimbursement Agreement #_____, Reimbursement Commitment #_____";
(iii) Invoice amount;
(ii) Services rendered, and reasonable detail to support the invoice amount. (No detail is required related to Developer's overhead allotment.)

The invoice is to be remitted to the attention of: City Finance Director, 211 W. Aspen Avenue, Flagstaff, Arizona 86001

10. **Payment Due.** City payment is due within thirty (30) days from invoicing. In the event of a dispute, payment is due within thirty (30) days from resolution of the dispute.

11. **Disputes.** The City may dispute any amount or cost invoiced within fifteen (15) days of receipt of said invoice by notifying Developer in writing of the disputed amounts and the reasons such amounts are disputed. The parties will negotiate in good faith to resolve the dispute. If the parties are unable to resolve the dispute within sixty (60) days from the original invoice date, then commencing on the 61st day City will pay interest of 5% annually on the amount owed, as determined in a binding mediation, mutual agreement, or final decision of a court, until paid in full.

12. **Non-Assignment.** The City is entering into this Agreement on the basis of the unique experience, financial capacity, skills and capabilities of the Developer and its affiliates, Genterra Group, LLC, Kinney Construction, LLC, Kinney Construction Services, Inc., and any special purpose or holding entity created by Developer for the specific purpose of furthering the Project (collectively "Affiliates"). This Agreement may not be assigned without the prior written consent of City in its reasonable discretion, except that any requested assignment to an Affiliate as defined herein shall not be refused if prior written notice is given to the City within at least thirty (30) days of the requested assignment.

13. **Defaults.**

(a) Notice and Opportunity to Cure. If either Party fails to perform any of its other obligations under this Agreement, the other Party may give written notice thereof specifying in reasonable detail the basis for the determination of the default. If the defaulting Party does not cure the default within thirty (30) days after the date the notice of default was given or other reasonable time not to exceed sixty (60) days, then this Agreement may be terminated by the non-defaulting Party.

(b) Developer's Remedies upon City Default. Upon City default, Developer's sole remedy will be to recover its reimbursable costs pursuant to this Reimbursement Agreement and the applicable Reimbursement Commitment

(c) City's Remedies upon Developer Default. Upon Developer default, City's sole remedy will be relief from its obligation to reimburse Developer pursuant to the Reimbursement Agreement and the applicable Reimbursement Commitment.

(d) Severability. A party's default with respect to one Approval, shall not be construed as a default with respect to the entire Reimbursement Agreement or other Reimbursement Commitment. Each Reimbursement Commitment shall be treated as a separate agreement.

14. **Attorneys Fees and Costs.** The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys fees and costs.

15. **Notices.** A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by hand, national courier services, or by registered or certified mail, postage prepaid, addressed as follows:

(i) To the City:

City of Flagstaff
Attention: Economic Vitality Director
211 W. Aspen Avenue
Flagstaff, Arizona 86001

With a copy to:
Attention: Grants and Contracts Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001

(ii) To the Developer:

Genterra Enterprises, LLC
Attn: Tim Kinney
121 E. Birch Ave. Suite 503
Flagstaff, AZ 86001
928-779-2820
tk@kinneyconstructionservices.net

With a copy to:

Timothy Kinney PLLC
Timothy Kinney, Esq.
4957 E. Fort Lowell Rd.
Tucson, AZ 85712
520-477-7093
Tim@kinneylawaz.com

Notices sent by email shall not be deemed as legally effective notices. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

16. **General Provisions.**

16.1 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by the parties.

16.2 **Severability.** If any term or provision of this Agreement 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 Agreement shall remain in full force and effect.

16.3 **Non-Waiver**. Each Party has the right to insist upon strict performance of the Agreement, 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.

16.4 **Third Party Beneficiaries.** This Agreement is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.

16.5 **Successors and Assigns.** This Agreement shall inure to the benefit of and bind the respective successors and assigns of the City and the Developer.

16.6 **Applicable Laws.** The laws of the State of Arizona shall govern the validity, construction and effect of this Agreement.

16.7 **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement.

16.8 **Time for Performance.** Time is of the essence with respect to each provision of this Agreement.

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

16.10 **Real Estate Commissions**. The Developer and the City each represents to the other that it has engaged no broker, agent, or finder in connection with this Agreement or the transactions contemplated hereby. In the event any broker, agent or finder makes a claim, the Party through whom such claim is made agrees to indemnify the other Party from any losses arising out of such claim.

16.11 **Confidentiality of Proprietary Information.** If the City requests Developer to provide proprietary or confidential information that is necessary for the City to verify financial, operational, or trade secret information relevant to the negotiation of the Transaction Documents, Developer will make such information available for City review or inspection, provided that procedures for confidentiality are first established to ensure such information the Developer provides in the course of the

negotiations remains protected. Developer may, for example, require inspection at Developer's place of business in Flagstaff, elect to not provide information electronically, and/or require return of hard copies of materials after a reasonable period of time. Developer understands that in general, electronically stored materials (including automatic computer "backup" of emails sent to the City) cannot be destroyed or returned to Developer.

16.12 **Public Records Laws.** This Agreement is subject to Arizona's Public Records statutes, 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 Developer has clearly marked its information as "confidential", the City will endeavor to notify Developer prior to release of such information.

16.13 **Relationship of the Parties.** This Agreement shall not be construed to establish a joint venture or joint enterprise between the parties.

16.14 **Compliance with Laws.** Each Party shall comply with applicable laws, rules, regulations in performance of this Agreement.

16.15 **Conflict of Interest.** This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

16.16 **Competitive Procurement.** When City or public funding is being used in whole or part for purchase of services or materials for the Master Development Services for the Project, the purchase must be competitively procured in compliance with the City Procurement Code Manual or other applicable public procurement standards.

16.17 **Payment of Reimbursement Commitment.** The parties consider payment of a Reimbursement Commitment to Developer as partial consideration for the Developer's master development services pursuant to the competitively procured Request for Statement of Qualifications (RSOQ) for Master Development Services.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above. The Parties further acknowledge and represent they have the authority to enter into this Agreement and bind themselves respectively to the terms included herein.

CITY OF FLAGSTAFF

By: _____
Greg Clifton, City Manager

Attest:

By: _____

Stacy Saltzburg, City Clerk

Approved as to form:

By:_____
City Attorney's Office

GENTERRA ENTERPRISES, LLC, an Arizona limited liability company

By: _____
Tim Kinney

Its: Managing member

EXHIBIT 1
SAMPLE CLAUSES

Sample Clauses which may be included as part of a Third-Party Contract that is subject to a Reimbursement Commitment. See also other City Standard Terms and Conditions.

(a) Compliance with Laws. Contractor shall comply with all applicable City of Flagstaff ordinances, resolutions, regulations, and all other laws and regulations in all aspects of preparing to develop the Property.

(b) Third-Party Beneficiary. City of Flagstaff shall be a third-party beneficiary of this Contract. There are no other third-party beneficiaries of this contract.

(c) Public Improvements. Standard City of Flagstaff engineering and construction standards and warranties for design and/or construction of public improvements shall apply [INSERT].

(d) Records. Contractor shall retain all records related to performance of this Contract for a period of at least five (5) years after completion of the Contract. Upon request, Contractor will make these available for inspection during regular business hours.

(e) Ownership of Materials: Any original documents prepared or collected by Contractor in performance of this Contract including but not limited to models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data ("collectively "the Materials") shall be the property of Developer and City, with the following exceptions: (1) the parties have otherwise agreed in writing that certain Materials shall not belong to Developer and/or City, or (2) the Developer or third party has created or acquired Materials, including but not limited to proprietary business models, financial pro-

formas, intellectual property, or confidential information for purposes other than this Project (and the use of the materials during this Project shall not alter their separate character). Contractor 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 Developer and City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

(f) City Re-Use. City may use the Materials without further compensation to Developer or Contractor; provided, however, City's re-use for purposes other than pursuant to a Ground Lease or Master Development Agreement with Developer for the Project ("Non-Project Use") is at City's sole risk and without liability to Developer and Contractor. City shall release and indemnify Developer and Contractor from and against any and all claims, liabilities and costs arising out of or in any way related to use of the Materials, excluding claims for the Contractor's negligence or intentional misconduct.

(g) Delivery of Materials. Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of Materials accumulated by Contractor in performance of this Contract, whether complete or in process.

(h) Intellectual Property Rights. Contractor warrants that all work completed pursuant to this Agreement is original and/or does not infringe upon any other person's intellectual property rights.

EXHIBIT 2
REIMBURSEMENT COMMITMENTS

REQUEST FOR STATEMENT of QUALIFICATIONS

FOR

Master Developer Services

for

Airport 31.45 Acre Parcel

RSOQ NUMBER: 2021-06

August 2021

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PUBLIC NOTICE

City of Flagstaff
NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ 2021-06):
MASTER DEVELOPER SERVICES
For Airport 31.45 Acre Parcel

The City of Flagstaff (Owner) is seeking Statements of Qualifications (SOQ) from firms that are experienced in the development of municipal owned properties. The Owner is issuing this RSOQ to solicit qualifications from development firms and consulting teams that have a proven and positive track record and reputation for developing vibrant and successful development projects. Specifically, this RSOQ is regarding a 31.45-acre parcel, owned by the City of Flagstaff, situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the City of Flagstaff Pulliam Airport, 6200 S. Pulliam Drive, Suite 204, Flagstaff, Arizona (Airport).

A site assessment and market analysis were conducted, and the Flagstaff City Council on April 2020 gave direction to solicit master developers to create an effective development plan. The intent of this RSOQ is to determine qualified master development teams capable of designing and executing a cohesive plan for the leasing and development of this 31.45-acre parcel. Qualified teams will be evaluated, and a short list of respondents may be created. After which the Owner may then invite top respondents to give more detailed information about the proposed development project, timeline, impacts, benefits, and other pertinent information. The successful applicant will present their proposal to the Flagstaff City Council, where the final project design will be contingent on feedback and approval given by the Flagstaff City Council.

The services provided through this Services Contract (Contract) will include, but is not limited to:

The Owner is looking to work with a master development team through a long-term lease with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel is zoned Highway Commercial (HC) and can have a multitude of development types and uses within its boundaries.

The selected Firm will be expected to enter into a base Contract that will be awarded at the Owner's discretion. Contracted services and associated fees will be negotiated after a qualified Firm is selected.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	August 16 and August 23, 2020
Pre-Submittal Conference Call	1:00 p.m. September 2, 2020
Last Day for Questions:	3:00 p.m. September 10, 2020
Statements of Qualifications Due:	3:00 p.m. September 15, 2020
Interviews (if necessary):	To Be Determined
Anticipated Award of Services Contracts:	To Be Determined

Complete RSOQ packets are available for download from the PlanetBids online bid platform website at https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

SOQs must be submitted electronically on the PlanetBids online bid platform website by 3:00 p.m. Local Time, Tuesday, September 15, 2020.

PRE-SUBMITTAL CONFERENCE CALL: Wednesday, September 2, 2020 at 1:00 p.m. Arizona on Microsoft Team Meetings. The pre-submittal meeting can be attended by requesting an invite, at least one (1) day before pre-submittal meeting, from the Purchasing Manager, Matthew Luhman mluhman@flagstaffaz.gov.
This is not mandatory.

The Owner reserves the right to reject any or all SOQs, to waive or decline to waive irregularities in any submittals, or to withhold the award for any reason it may determine.

Published August 16 and August 23, 2020 in the Arizona Daily Sun

INTRODUCTION

Pursuant to provisions of the City Charter, as well as provisions contained in this document, the Owner intends to establish a Contract for Master Developer Services. Included in this RSOQ document is the Scope of Work and Site Information for the 31.45-acre parcel to be developed.

I. GENERAL INFORMATION

The Owner is seeking SOQs from firms that are experienced in the development of municipal owned properties. The Owner is issuing this RSOQ to solicit qualifications from development firms and consulting teams that have a proven and positive track record and reputation for developing vibrant and successful development projects. Specifically, this RSOQ is regarding a 31.45-acre parcel, owned by the City of Flagstaff, situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the City of Flagstaff Pulliam Airport, 6200 S. Pulliam Drive, Suite 204, Flagstaff, Arizona.

A. Project Description

The City of Flagstaff is located in the heart of Coconino County and is known as the gateway to the Grand Canyon. Flagstaff is continuing to expand and attract industries and businesses in sectors such as biosciences, manufacturing, healthcare and environmental technologies, to name just a few. Flagstaff is home to Northern Arizona University (NAU) and Coconino Community College (CCC), and has a well-educated workforce with more than 44% of residents holding a bachelor's degree or higher.

Flagstaff is an attractive and vibrant city with a mid-sized population that serves as the geographical, retail, legal, medical, cultural, and recreational center of Northern Arizona. Flagstaff is surrounded by national forests and sits at the foot of Arizona's highest mountain, 12,634-foot Humphrey's Peak, which provides a wonderful backdrop. At an elevation of 7,000 feet, The Grand Canyon is only an hour away with numerous other tourism sites abounding in the region. Flagstaff is conveniently located along I-40 and I-17 in the northern part of Arizona. It is 78 miles south of the Grand Canyon and 125 miles north of Phoenix. It is imperative to have a healthy and reliable airport in the Flagstaff community and to also have businesses near the Flagstaff airport that continue to help it thrive.

The Flagstaff Airport adds to the multi-modal transportation system for its community. Currently, the Flagstaff Airport offers commercial air service through United Airlines and American Airlines with several rental car and general aviation partnerships. This air service offers leisure and business travel routes to larger airports in Phoenix, Arizona, Dallas/Fort Worth, Texas, and Denver Colorado.

A site assessment and market analysis were conducted for the 31.45-acre parcel and the Flagstaff City Council on April 2020 gave direction to solicit master developers to create an effective development plan. The intent of this RSOQ is to determine qualified master development teams capable of designing and executing a cohesive plan for the leasing and development of this 31.45-acre parcel. Qualified teams will be evaluated, and a short list of respondents may be created. After which the Owner may then invite top respondents to give more detailed information about the proposed development project, timeline, impacts, benefits, and other pertinent information. The successful applicant will present their proposal to the Flagstaff City Council, where the final project design will be contingent on feedback and approval given by the Flagstaff City Council.

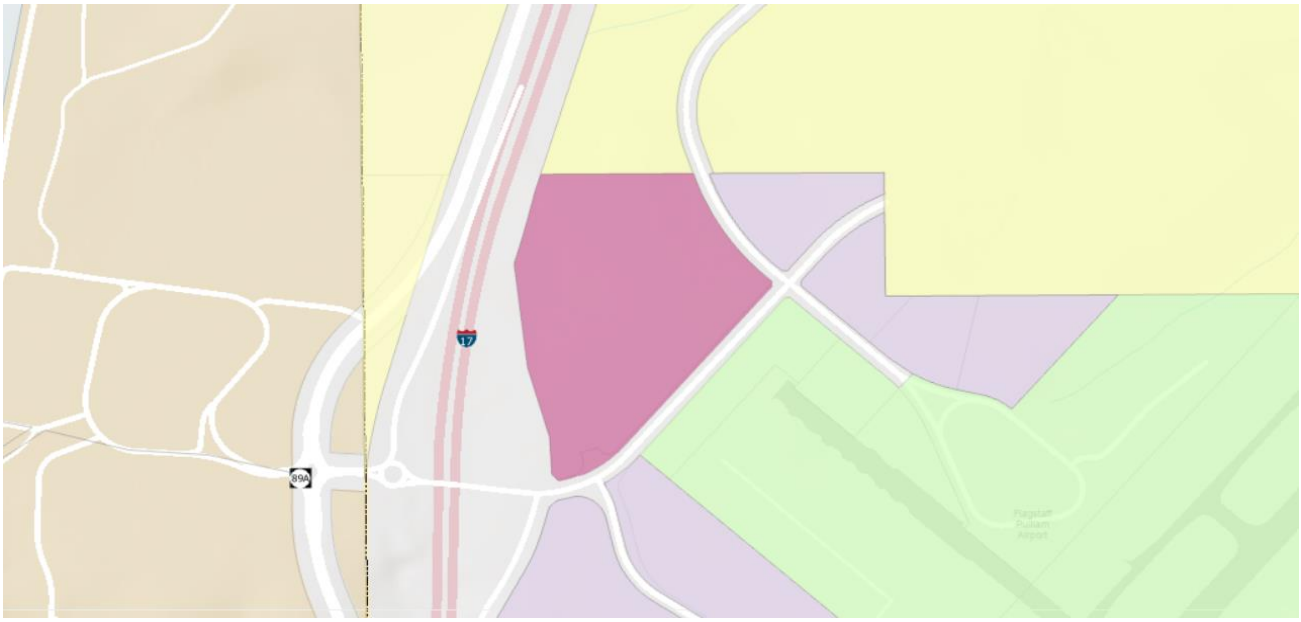
The services provided through this Services Contract will include, but are not limited to:

The Owner is looking to work with a master development team through a long-term lease with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel is zoned Highway Commercial and can have a multitude of development types and uses within its boundaries.

The selected Firm will be expected to enter into a base Contract that will be awarded at the Owner's discretion. Contracted services and associated fees will be negotiated after a qualified Firm is selected.

B. Scope of Services

Project Description: The Owner is looking to work with a master development team through a long-term lease or other potential financing option with the intent of bringing new office, retail, lodging, research, light manufacturing and other potential employers as outlined in the parcel site assessment. These businesses would benefit from the proximity to the airport and highway infrastructure already established. The parcel (highlighted magenta in the first graphic below) is zoned Highway Commercial (HC) and can have a multitude of development types and uses within its boundaries.



Subject Site Information:

Parcel Number: 116-61-006A

Cross Streets: South Pulliam Dr. / West JW Powell Blvd.

Distance to Interstates/Freeways: Less than a mile from I-17, 2 miles from I-40

Distance to Flagstaff Airport: Less than a mile. Should comply with airport zoning overlay and additional FAA requirements.

Utilities: Natural Gas (Unisource), Telecommunications (Suddenlink/Century Link) Water & Wastewater (City of Flagstaff) / Electric (APS).

This property is located within a federal census tract designated as a Qualified Opportunity Zone and investments in this area may qualify for preferential federal tax treatment.

Vision and Expectations:

The Owner desires to select a development firm that demonstrates the necessary qualifications, experience, business acumen, industry position, and resources to best develop this site in accordance with the City's vision and expectation outlined below.

Our desire is to develop and lease an excellent commercial space that encompasses the entire 31.45-acre parcel. The ideal project would broaden and diversify the economic base for the City of Flagstaff, but also help expand on the targeted sectors that the city encompasses. The developer selected for this project should be able to incorporate the below elements into their plan. The COF is open to a variety of elements as long as the focus is to increase employment and support the airport.

Examples of desired project elements include:

- Professional Office Space
- Lodging
- Retail and Restaurant
- Light Industrial (Zoning appropriate)
- Research and Development
- Other Airport related industries encouraged

The City of Flagstaff conducted a site assessment through a third-party organization (Coffman & Associates and ESI Corporation). This assessment is attached and should be viewed prior to submitting the RSOQ to help gain a better understanding of some of these potential uses and concepts. A phased development approach may be acceptable, however all solicitations for this project must contemplate development and lease for the entire site.

Design:

The project design should incorporate the above-mentioned elements and should ultimately look, feel, and operate like a commercial district within the City of Flagstaff. At 31.45-acres, this is the largest parcel the City currently owns that can be developed.

Financial Consideration and Transaction Structure:

The City is seeking development of this parcel and for the selected firm to lease this land to potential employers. An ideal candidate will be able to not only design an effective plan and attract potential employers but also effectively manage the available real estate. The City is willing to entertain leases of 50 to 99 years.

The City will negotiate with the selected firm on compensation to be paid to the firm for its services, as part of any overall development agreement. The City has no upfront funding for the selected firm's services, therefore most likely funding will be generated by project revenues. Although the City reserves the right to participate in projects that create significant public benefit, such as public infrastructure beyond what would be necessary for the proposed development, there is currently no identified City funding for the development resulting from this RSOQ or resulting development.

Marketing:

Selected firm should have experience with attracting and retaining industries, specifically airport related industries, as well as serving the economic vitality needs of comparable sized cities.

The firm should share marketing strategies and best practices they have used on previous projects to show they have the skillset to market the parcel effectively and ongoing.

The firm should also share how much marketing would be suggested in order to have a successful implementation of the parcels and long-term strategy to fill the 31.45 acre parcel. This can include types of media they would recommend, costs, and other marketing objectives.

Failure to meet these minimum qualifications will result in a Statement being disqualified as nonresponsive. The Owner will not evaluate nonresponsive SOQs.

C. Project Schedule

Estimated project schedules will be determined at time of project scope and cost negotiations. It should be noted that any initial schedules are approximate and are dependent on funding availability from granting agencies.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

A. General Requirements

The Contract will be awarded to the responsible Firm whose SOQ is responsive to this RSOQ and will be most advantageous to the Owner. The responsibility of the Firm will be determined based on factors described in Article 16 of the Procurement Code Manual.

The responsibility criteria include:

1. The Firm's capacity to do the work, including adequate finances, equipment, facilities, employees and competing commitments;
2. The competency and responsibility of the Firm's proposed subcontractors;
3. The Firm's experience in performing similar work;
4. The Firm's integrity and record of performance;
5. Positive factors, include, but are not limited to, timely completion within budget, quality of work, prompt resolution of problems, good working relationships, and the ability to resolve disputes without litigation;
6. Negative factors, include, but are not limited to, past contract terminations or deductions due to failure to perform; termination for cause due to breach; failure to comply with the contract; documented poor performance; customer complaints and/or negative references; unresolved disputes with project owners or subcontractors; and threats of litigation without merit. In addition, any of the grounds set forth in Article 30 of the Procurement Code Manual for suspension or debarment may be considered.
7. The Firm is qualified legally to contract with the Owner;
8. Whether the Firm has truthfully supplied all information concerning its responsibility requested by the Purchasing Agent; and

9. Whether the Firm holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed.

Any single factor or combination of factors may be grounds for determination of non-responsibility. Additional factors shall include the Firm's past performance, specifically on the Owner's, or other public agency contracts. This includes threats of litigation, contract terminations for any reason, and the lack of ability to resolve disputes without litigation.

Responses to this RSOQ must be in the form of a SOQ, as outlined in this RSOQ and as allowed by A.R.S. Section 34-603(C). Submittals must be clear and concise, organized as indicated in the outline in Part III, and with all identified sections included. If, in the judgment of the Owner, a SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the Owner reserves the right to reject the submittal.

Interested Firms are required to submit information relative to their qualifications, experience and ability to meet the project goals and objectives and other criteria as listed. All information must be provided as requested for all Firm members and their key personnel to be assigned to the project. If selected, the Firm's key personnel identified and listed are required to perform their identified roles unless otherwise agreed to in writing by the Owner.

B. Interpretation of RSOQ Documents/Communications with the City

Firms who desire clarifications of the project, selection criteria, or submittal requirements shall restrict their inquiries to **written email communications only** to Matthew Luhman, Purchasing Manager, at mluhman@flagstaffaz.gov**.**

Address all queries that are project-specific (other than delivery of the SOQ), by email only to the Owner's Purchasing Section at the email address noted below:

City of Flagstaff
Matthew Luhman, Purchasing Manager
mluhman@flagstaffaz.gov

Requests for clarifications/questions must be received no later than **3:00 P.M. Thursday, September 10, 2020.**

The following procedures apply:

1. The Firm submitting the question will be responsible for its prompt delivery prior to the stated deadline for clarifications.

2. Interpretation or correction of the RSOQ Documents will be made only by issuance of a written addendum which will be made available on the PlanetBids website at https://www.planetbids.com/portal/portal.cfm?CompanyID=27606 It is the Firm's responsibility to periodically check the website for updates and addenda. Issuance of addenda will not be provided to individuals or entities by the Owner. The Owner is not responsible for any explanations or interpretations of the RSOQ documents other than those made by written addendum and posted on the Owner's website.

C. Delivery of Submittals

SOQs must be submitted electronically on the PlanetBids online bid platform website at https://www.planetbids.com/portal/portal.cfm?CompanyID=27606 by:
3:00 p.m. Local Time, Tuesday, September 15, 2020. No hard copies will be accepted.

All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

III. STATEMENT OF QUALIFICATIONS ORGANIZATION AND FORMAT

A. General

The SOQ should present clearly and accurately the experience, knowledge and capability of the Firm by providing a brief, straightforward, concise description of the Firm's ability to meet the requirements of this RSOQ. SOQ emphasis should be on quality, completeness, clarity of content and responsiveness to the requirements.

The SOQ should be fully self-contained, follow the format outlined below, and be without addenda. Presentations within the statement should reflect consideration of the specific evaluation criteria identified in Part IV, Evaluation Criteria.

B. Format

The Evaluation Committee will evaluate Firms submitting responses to this RSOQ based on the information provided in their SOQ and interviews, if conducted. To allow for a standard basis of evaluation, all SOQs are requested to follow a similar format.

SOQs will not exceed **fifteen (15) pages total** in length excluding front and back cover pages, section dividers, the title page, table of contents, signed transmittal letter, Affidavit of Non-Collusion, and Disclosure Form. The section dividers will not include text or graphics, other than the text identifying the appropriate section. Margins will be one inch and allowable pages will be 8 ½" x 11", and the font size no less than 11 point.

Combinations of text and graphic material may be used at the Firm's discretion. Firms are encouraged to employ any methods they consider appropriate in communicating facts and qualifications.

Do not include any design concepts, fees, or pricing related to this project with SOQ submittals. These materials will not be considered, and failure to comply with this provision may result in the rejection of the submittal.

FIRMS MUST SUBMIT SIGNED COPIES OF THE NON-COLLUSION AFFIDAVIT AND DISCLOSURE FORM WITH THEIR SOQ. These are contained in this RSOQ as **Attachment A** and **Attachment B**.

C. Organization

SOQs should be organized with sections/dividers as follows **(Include all of the following)**:

Cover:
The cover should contain the following relevant data as a minimum:

- Statement indicating response to: RSOQ for Master Developer Services – Airport 31.45 Acre Parcel
- RSOQ 2021-06
- Submittal due date and time
- Firm name
- Other information/graphics as desired

Title Page:
(**One page maximum**)

Include Firm name, addresses, email/website addresses, phone number, and name(s) of Principals. Provide a single point of contact name, title, phone number, and e-mail of person for correspondence during RSOQ solicitation.

Transmittal Letter:
(**One page maximum**)

Provide a transmittal letter on the Firm's letterhead identifying the Firm and introducing proposed key personnel. Include the proposed key personnel length of experience in both their respective industries and in their current companies. Confirm the availability of the key personnel identified in the SOQ. Briefly summarize the Firm's background and any distinguishing qualities or capabilities that uniquely qualify the Firm for this project. Provide an expression of the Firm's interest in being selected. Specifically, state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. Specifically, state that no exceptions are taken to the contents of the RSOQ, or specifically identify and explain any RSOQ item to which an exception is taken. Note: Exceptions taken may render a SOQ non-responsive, or exceptions taken may be considered in scoring the SOQ under relevant scoring criteria.

This letter is to be signed by the individual with authority to bind the Firm contractually. Please address the letter to:

Matthew Luhman, CPP, CPPB
Purchasing Manager
City of Flagstaff – Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

Table of Contents:

The Table of Contents shall include all SOQ sections as listed below. (***Please tab the following SOQ sections as indicated below)***

IV. EVALUATION CRITERIA

A. Previous Project Experience
(Maximum 30 points)

1. Describe projects (no more than three) which best represent the firm's direct applicable experience and capability to acquire, finance, and develop a commercial development as contemplated by this solicitation. Include brief project descriptions, a statement regarding the duration, financial and operational involvement with each such project following completion, and the name, address and telephone number of principal investors, owner(s), architects, and principal consultants for each project listed.
2. Provide a statement of direct previous experience in the creation of successful public/private partnerships.
3. Highlight a project of similar development size and scope that directly relates to this solicitation. This description does not need to be identical to this project, but rather something similar the firm has completed recently. Additional weight will be given to firms that have that have completed a comparable project in a similar environment.

B. Team Qualifications
(Maximum 20 points)

1. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA and other related regulations, policies, and procedures.
2. Respondents must submit a list of members of the development firm including (as applicable) company name; legal status; organizational chart, company or corporation number; address; full names of officers, and brief biographical summaries of officers including development and management professionals, and any other applicable individuals whom would be considered key leaders who would be directly involved in this project if selected. Qualifications and experience of each with applicable projects should be briefly described.

KEY PERSONNEL IDENTIFIED AND LISTED ARE REQUIRED TO PERFORM THE IDENTIFIED ROLES UNLESS OTHERWISE AGREED TO IN WRITING BY THE CITY OF FLAGSTAFF.

C. Financial Capacity
(Maximum 15 points)

1. The respondent should describe the ability of the firm to develop and implement a realistic plan for the financial approach to the development of the property including the ability to deliver financial resources needed to acquire and develop the proposed project. Respondent should demonstrate the firm's financial strength to withstand market fluctuations and stay on track during the development process.
2. Respondent will provide an income statement and balance sheet for each of the three most recently completed fiscal years. (Confidential section).
3. Respondent to provide any letters of credit as evidence that funding is available for the project.

D. Adherence to Vision
(Maximum 35 points)

1. The respondent should describe its general approach to development of the site, specifically how it intends to meet the City's vision and expectations listed above. Timeline for this development process, along with key milestones and checkpoints should be included.
2. The respondent should also describe its understanding of the local environment and local factors relevant to the prospective success of the project including but not limited to, local market conditions, business resources to retain, expand and attract clients, and real estate development best practices.
3. Understanding of FAA and other related regulations, policies, and procedures and how this can be leveraged to benefit the City's airport and other beneficial businesses.
4. Capability to incorporate and blend aesthetic and architectural concepts with the current project design traditions of Flagstaff while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
5. Familiarity with local community needs, standards, historical challenges, local codes and site conditions that could impact the development of this parcel.

V. EVALUATION AND SELECTION PROCESS

A. Overview

This is a qualifications-based selection process as authorized by ARS Section 34-603. The initial activity will involve an evaluation and scoring of each Firm's qualifications and relevant experience, as indicated in its SOQ. A single final list of a minimum of three and a maximum of five (5) Firms, or as otherwise allowed by law, will be prepared pursuant to A.R.S. Section 34-603(C)(2)(b).

If interviews are elected to be conducted by the Owner, the Evaluation Committee will rank three firms in order of preference to generate a Final List per A.R.S. Section 34-603(C)(1)(a) or as may be allowed by A.R.S. Section 34-603(C)(2)(c)(i-iii).

Negotiations will commence with the highest ranked firm on the Final List in accordance with ARS Section 34-603(E) and will proceed as set forth therein; or the solicitation may be cancelled pursuant to 34-603(H).

B. Qualification for Evaluation

To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all requirements identified in this document.

C. Evaluation Committee

The Evaluation Committee may consist of up to seven members and will be composed of the Owner's staff and may include a minimum of one non-staff person.

D. RSOQ Evaluation and Ranking Process

The Owner intends to award a Contract to the most qualified Firm on the basis of demonstrated competence and qualifications. SOQ submittals that are responsive to the requirements of this RSOQ will be evaluated by the Evaluation Committee and awarded points for each stated criteria item as follows:

	Maximum Achievable Points
Previous Project Experience	30
Team Qualifications	20
Financial Capacity	15
Adherence to Vision	35
Total Available Points	**100**

E. Interviews

Selected Firms may be required to participate in an interview, pursuant to A.R.S. Section 34-603(C)(2)(c)(i). If the Owner conducts interviews, each Firm is required to be represented in its interview by the key personnel with whom the Owner's staff will be directly conducting the day-to-day business of the project, including the Project Manager.

If conducted, interviews will be sixty (60) minutes in duration. A formal presentation will be part of the interview and limited to twenty (20) minutes. The remainder of the interview period will be dedicated to discussion of project-specific criteria and response to questions from Evaluation Committee in attendance.

F. Interview Instructions

If the Owner decides to conduct interviews, each selected Firm will be provided a specific schedule and additional instructions.

G. Interview Ranking and Firm Selection

Should interviews be elected by the Owner, the Evaluation Committee will rank the Firms with the following final ranking criteria:

	Maximum Achievable Points
A. Submitted RSOQ score	100
B. Firm Presentation	40
C. Responses to Interview Questions	60
Total Available Points	**200**

Following the evaluation process, the Evaluation Committee will select a Final List of three Firms (or as otherwise allowed by law) deemed most qualified to provide the services, ranked in order of preference based on the SOQ evaluation and/or the interview evaluation. The Owner will proceed to negotiate a Contract with the highest ranked Final List Firm, or will terminate the solicitation. If the Owner is unable to negotiate a satisfactory Contract with the highest ranked Firm, with terms and conditions the Owner determines to be fair and reasonable, negotiations with that Firm will be formally terminated. The Owner will then undertake negotiations with the next most qualified Final List firm in sequence, until a Contract is reached or a determination is made to reject all SOQs and terminate the solicitation.

VI. ADDITIONAL INFORMATION

A. Instructions

The Owner will not be held responsible for any oral instructions. Any changes to this RSOQ will be in the form of an addendum to the SOQ. The Owner is not responsible for any explanations or interpretations of the RSOQ documents other than those made by written addendum and posted on the Owner's website.

B. The Owner's Rights

The Owner reserves the right to reject any or all SOQ, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received.

C. Release of Project Information

The Owner will provide the release of all public information concerning the project, including selection announcements and Contract awards. Release of SOQ submissions, selection results and Contract award will not take place until after the formal award by the City Council and the Contract has been fully executed by both parties. Those desiring to release information to the public must receive prior written approval from the Owner.

D. Contact with City Employees and Consultants

All persons and/or Firms that are interested in this project (including the Firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the Evaluation Committee, the City Manager, Assistant City Manager(s), Deputy City Manager(s), Division Directors or other staff. This policy is intended to create a level playing field for all potential Firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section II.

E. Contact with Elected Officials (Mayor, City Council)

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least 24 hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants, the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, e-mail, or other written method shall be made available to the public, press, and all submitting Firms, upon written request to the City Clerk.

F. Reservation of Rights

There will be no express or implied intent to contract until expressly stated in writing by the Owner, an award is made, and all conditions stated herein are satisfied. The Owner reserves the right to reject any or all SOQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal.

G. Protests

1. A protest will be in writing and will be personally delivered or served upon the City Purchasing Director.
2. A protest of a solicitation must be received before the solicitation opening date.
3. A protest of a proposed award or of an award must be received within ten days after the protester knows or should have known the basis of the protest.
4. A protest will consist of the following:
   a. The name, address and telephone number of the protester;
   b. The signature of the protester or its representative;
   c. Identification of the solicitation or Contract number;

d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
e. The form of relief requested.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES
FOR
AIRPORT ENGINEERING DRAINAGE IMPROVEMENT STUDY

State of Arizona
County of_____

_____, affiant, the

_____ of
(TITLE)

_____
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Firm has not directly or indirectly induced or solicited any other Firm to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Firm has not in any manner sought by collusion to secure for itself an advantage over any other Firm.

_____

_____
(TITLE)

Subscribed and sworn to before me this
_____Day of _____, 20__.

_____
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires _____, 20 ___).

ATTACHMENT B

DISCLOSURE (FORM)

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

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

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

   b. Violation of the terms of any public contract? YES_____ NO_____

   c. Failure to pay any uncontested debt to a government agency? YES_____ NO_____

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

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

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

   YES_____ NO_____

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

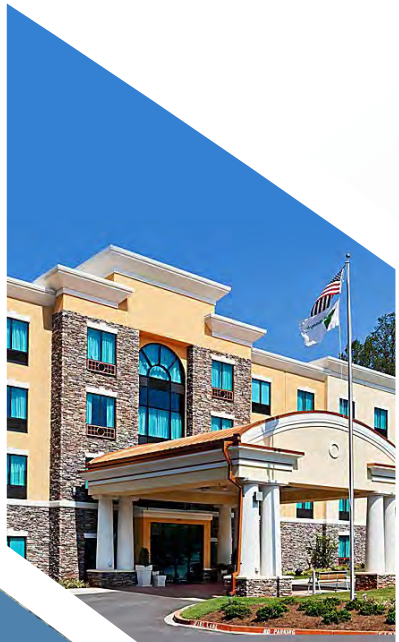
   YES_____ NO_____

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

_____
Signature of Person Authorized to Sign Offer

END OF RSOQ

FLAGSTAFF AIRPORT



32-ACRE CONCEPT DEVELOPMENT PLAN

32-Acre Concept Development Plan

for

Flagstaff Airport

Prepared for

The City of Flagstaff

Prepared by

Coffman Associates, Inc.

in association with

ESI Corporation

April 2020

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Attachment 1 – Market Assessment

Summary of Development Alternatives for the 32-Acre Parcel at Flagstaff Airport

The City of Flagstaff owns 32 acres of undeveloped property at Flagstaff Airport. This property is located east of Interstate 17, northwest of John Wesley Powell Boulevard, and southwest of South Pulliam Drive. The City engaged Coffman Associates, in association with ESI Corporation, to study the 32 acres of property to help identify the type of uses that could be supported based on existing and projected market conditions in the regional area.

This report summarizes five development concept alternatives for the 32-acre parcel owned by the City of Flagstaff. Alternatives 1 and 2 are based on the scenarios presented in the attached *Flagstaff 32-Acre Airport Parcel Market Assessment* (*Market Assessment*) which was prepared to identify the potential demand for development on the site based on the existing real estate market and trends in population and employment growth for the area. A copy of this report is included as **Attachment 1**.

Three additional concepts (Alternatives 3, 4, and 5) were also prepared. Alternatives 3 and 4 focus primarily on office and flex industrial/research and development land uses, while Alternative 5 takes a more general approach to development with flexibility built in. The five concept alternatives are provided to begin discussions about how the site could be developed; however, it is important to note that the market will dictate how the site will ultimately be developed.

The following sections include an overview of the site's strengths and constraints, the City of Flagstaff's land use standards applicable to the site, and a description of each of the alternatives.

Strengths and Constraints

Table 1 provides an overview of the strengths and constraints identified for the site as outlined in the *Market Assessment*.

TABLE 1
Strength and Constraint Summary

	Strength	Constraint
Site Connectivity	I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40. At the I-17 airport exit the average daily traffic count is 33,438. The average daily traffic count at the I-17 traffic interchange east and westbound along John Wesley Powell Boulevard and Shamrell Boulevard is 2,043.	Extension of John Wesley Powell Boulevard to Lake Mary Road is not immediate and there is no definite timeframe or funding. This could constrain potential development options on the parcel.
Utilities	All major utilities (water, sewer, broadband, electric, and natural gas) are available at or near the site and can support future development.	
Flagstaff Airport	Regional commercial airport servicing northern Arizona with over 65,000 enplanements a year and projected to increase 85% by 2035. Two major carriers service the region providing flights to Phoenix, Los Angeles (seasonal), Dallas, and Denver.	Limited availability of long-term parking at the airport.
Labor Market	Projected employment growth of 15.4% from 2018-2026. Flagstaff has a sizable labor shed with 63% of workers living in Coconino County, 24% coming from other Arizona locations, and 13% from out of state.	Low unemployment rate and tight labor market. Ability to attract resident labor is hampered by Flagstaff's housing affordability. Over the last year the median home sales price increased by 12 percent.
Economic Factors	The Flagstaff Airport area has been identified as a future activity center for the City. Current activity includes a diverse mix of aviation and non-aviation businesses including manufacturing, office, and R&D. Estimated number of jobs in the airport area is 500.	Access to the airport from the east is constrained due to the fact that John Wesley Powell Boulevard does not currently connect to Lake Mary Road.

Source: *Flagstaff 32-Acre Airport Parcel Market Assessment, Table 3 – Strength and Constraint Summary*

Land Use Standards

Zoning: The parcel, which is zoned Highway Commercial, is part of Flagstaff Airport and is located east of Interstate 17 northwest of John Wesley Powell Boulevard and southwest of South Pulliam Drive. As outlined in the City of Flagstaff Municipal Code, the Highway Commercial zone supports a full range of automobile-oriented services. The provisions of this zone are intended to provide for convenient, controlled access and parking, without increasing traffic burdens upon the adjacent streets and highways. This zone is applied to commercial corridors with the intention of making the City more attractive as a tourist destination while providing needed commercial activity. The Highway Commercial zone also includes residential development options, with the provision that these types of uses are located above or behind commercial buildings that act as a buffer from nearby highway corridors.

The project area is outside of the Airport Overlay (AO) zone (Section 10-90.30.020).

Development Standards: Table 2 summarizes the Building Form Standards for the Highway Commercial zone as outlined in the City of Flagstaff Municipal Code. These standards outline the allowable building setbacks, height, and lot dimensions that would be applicable to development on the site. This information was used during preparation of the development concept alternatives.

TABLE 2
City of Flagstaff
Highway Commercial Zoning – Building Form Standards

Building Placement Requirements	
Front Setback (minimum, feet)	0[1]
Side Setback (minimum, feet)	• Adjacent to Residential: 15 ft[2] • Exterior (minimum): 10 ft[3]
Rear Setback (minimum, feet)	• Adjacent to Residential: 15 ft • All other lots: 0 ft
Building Form Requirements	
Building Height (maximum, feet)	• 60 ft max • Conditional Use Permit required for structures over 60 ft
Gross Floor Area Ratio (maximum)	• 3.0[4]
Lot Requirements	
Area (minimum gross square feet)	9,000 sq ft
Width (minimum feet)	60 ft
Depth (minimum feet)	100 ft

Notes:
1. No front setback required, except when required by the adoption of building setback lines along specified streets.
2. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
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. Excludes residential square feet (gross) when above or behind commercial uses.

Source: City of Flagstaff Municipal Code Section 10-40.30.040 *Commercial Zones*

Parking: Parking requirements are dependent on the land use as outlined in City of Flagstaff Municipal Code Section 10-50.80 *Parking Standards*. **Table 3** provides example parking requirements for land uses that could potentially be developed on the site based on City's standards.

TABLE 3
City of Flagstaff
Example Parking Requirements

Land Use	Parking Requirements
General Retail Business	1 per 300 gsf
Restaurants or Cafes	1 per employee plus 1 per 100 gsf
Lodging	1 per 3 employees on largest work shift plus 1 per room or suite for rent plus 1 per 3 persons at the maximum capacity of each public meeting and/or banquet room
Office – General	1 per 300 gsf
Office – Medical	1 per employee plus 5 per doctor
Warehousing	1 per 2,000 gsf

Source: City of Flagstaff Municipal Code Section 10-50.80 *Parking Standards*

Site Development Concepts

Table 4 summarizes the land use alternative scenarios from the *Flagstaff 32-Acre Airport Parcel Market Assessment.* Using the acreage distributions outlined in the table and the land use standards discussed above, corresponding site plan development concepts were prepared. Each of the alternatives includes an internal loop road with two access points to the existing local roadway system. The primary entrance

would be at the planned traffic circle at the intersection of John Wesley Powell Boulevard and Shamrell Boulevard and a second access point would be located on Pulliam Drive.

TABLE 4
Land Use Alternative Scenarios (Alternatives 1 and 2)

	Alternative 1	Alternative 2
Hotel	**4.7**	**10.4**
Retail/Services/Restaurants	**4.7**	**12.1**
Office	**4.8**	**5.1**
Flex Industrial Space/R&D	**15**	**-**
Medical Office	**-**	**2.0**
Roads, sidewalks, drainage, open space[1]	**2.8**	**2.4**

Note:
1. It is assumed that additional acreage needed for drainage and open space will be incorporated into the site plans for the specific parcels.

Source: *Flagstaff 32-Acre Airport Parcel Market Assessment, Table 13 – Subject Site Land Use Alternative Scenarios*

Each of the alternatives envisions a mix of industrial, medical office, and hotel development on the site. Current trends in development of these types of land uses are summarized as follows:

Industrial: Many of the industrial buildings built today consist of small bay industrial flex space with a sizeable amount of office in the front and production space in the back. Developers prefer to build industrial with a 90-foot depth and as wide as they can fit on the parcel to allow for divisible space among multiple tenants.

Medical: Medical offices today have a retail component, which is driven by consumer demand and a shift toward faster and more convenient medical services. As a real estate strategy, healthcare is increasingly looking for highly visible retail locations with convenient parking for their customers.

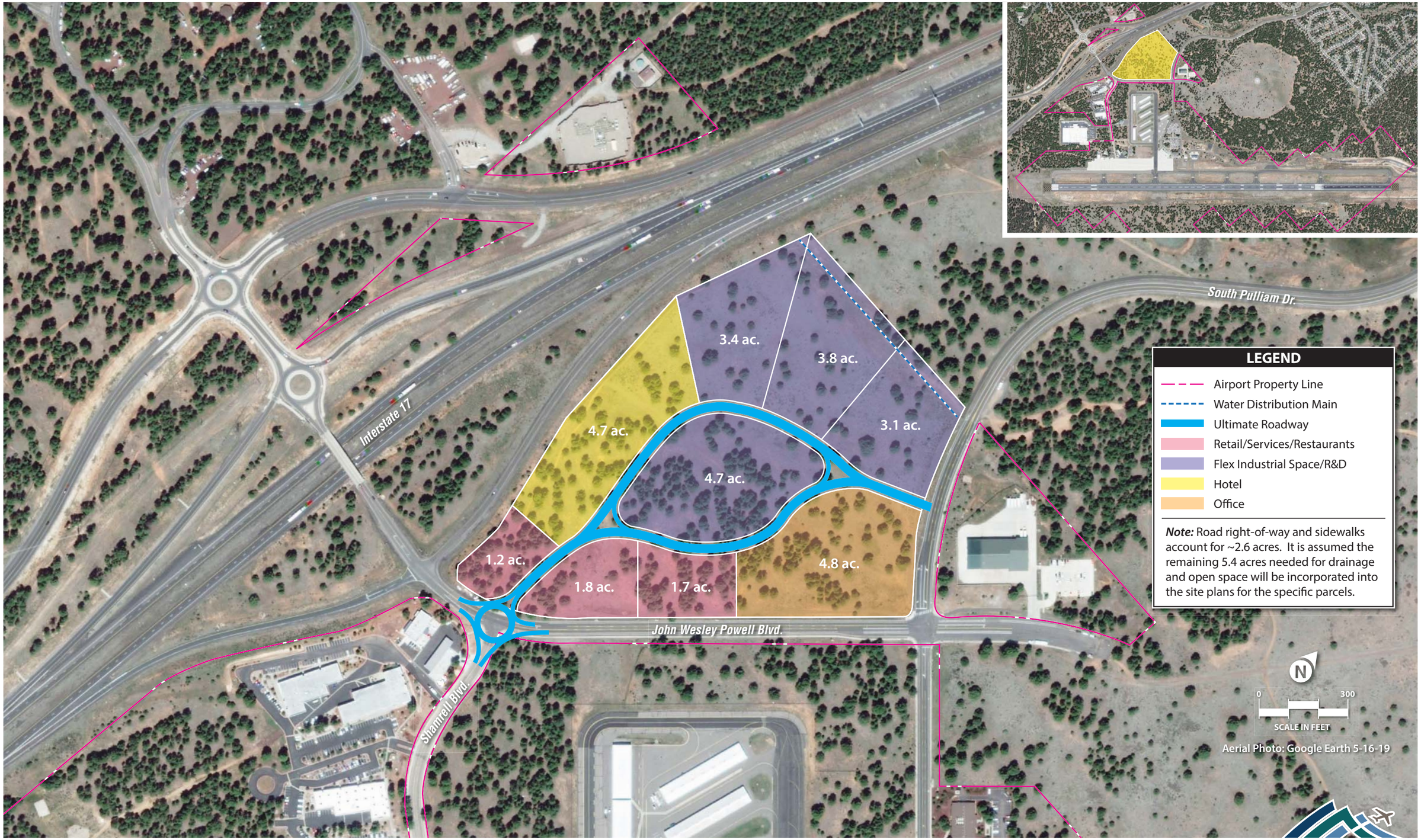
Lodging: Co-branded hotels are experiencing economies of scale by locating on the same site, such as limited service and extended stay hotels, which have different price points. This allows them to maximize the footprint of the site and share parking, sales and marketing staff, back-of--house operations, executive staff, or amenities. The decision to co-brand properties is based on whether the market can support two branded hotels existing together.

As noted in the *Market Assessment,* Alternative 1, shown on **Exhibit 1**, represents a natural expansion of existing uses currently in the area today including manufacturing, office, research and development, and aviation support. It also includes the addition of lodging and other travel-related retail/services.

Alternative 2, shown on **Exhibit 2**, recognizes the lack of existing resident amenities south of the I-40 corridor such as retail, medical, and other services. This alternative envisions the northeastern extension of John Wesley Powell Boulevard and the ability to capture the current customer base as well as attracting the existing population south of the airport exit extending to Munds Park. Lastly, it envisions the development of vacant parcels, identified in the City's General Land Use Plan, located south of I-40 in the City of Flagstaff and the County.

As noted previously, two additional alternatives were prepared. Alternatives 3 and 4 (**Exhibit 3** and **Exhibit 4**) include a larger percentage of land devoted to industrial development when compared to

32-ACRE CONCEPT DEVELOPMENT PLAN



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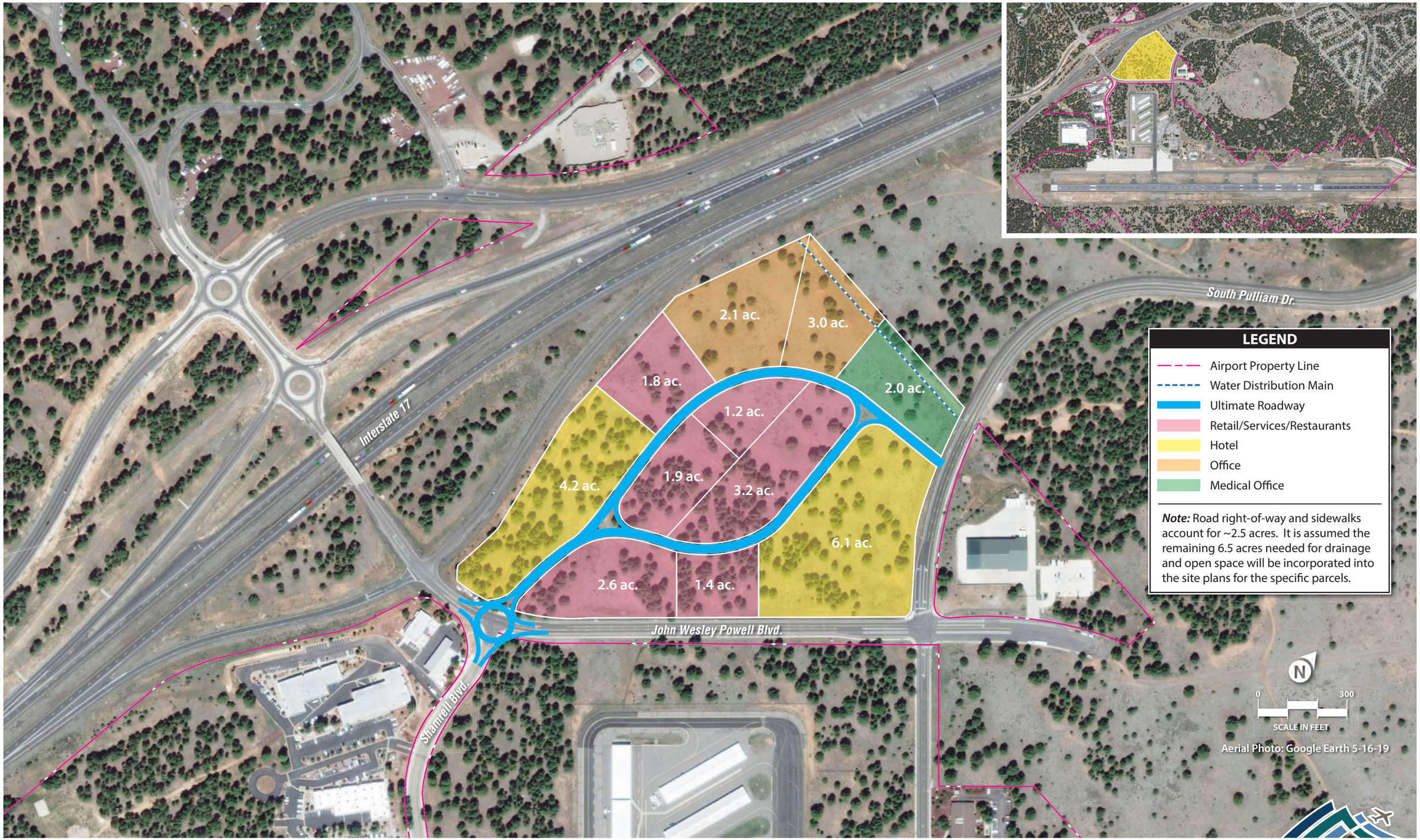

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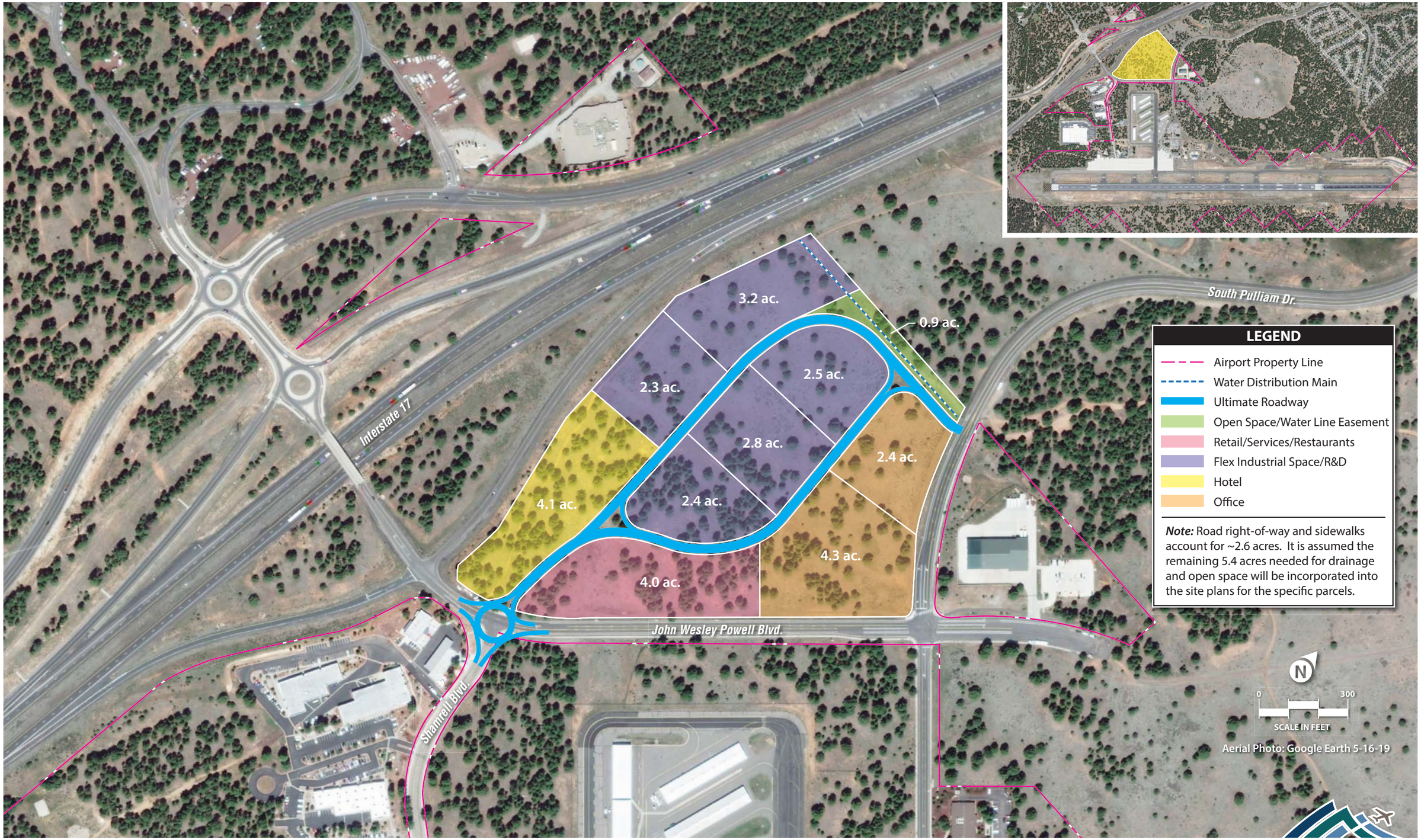

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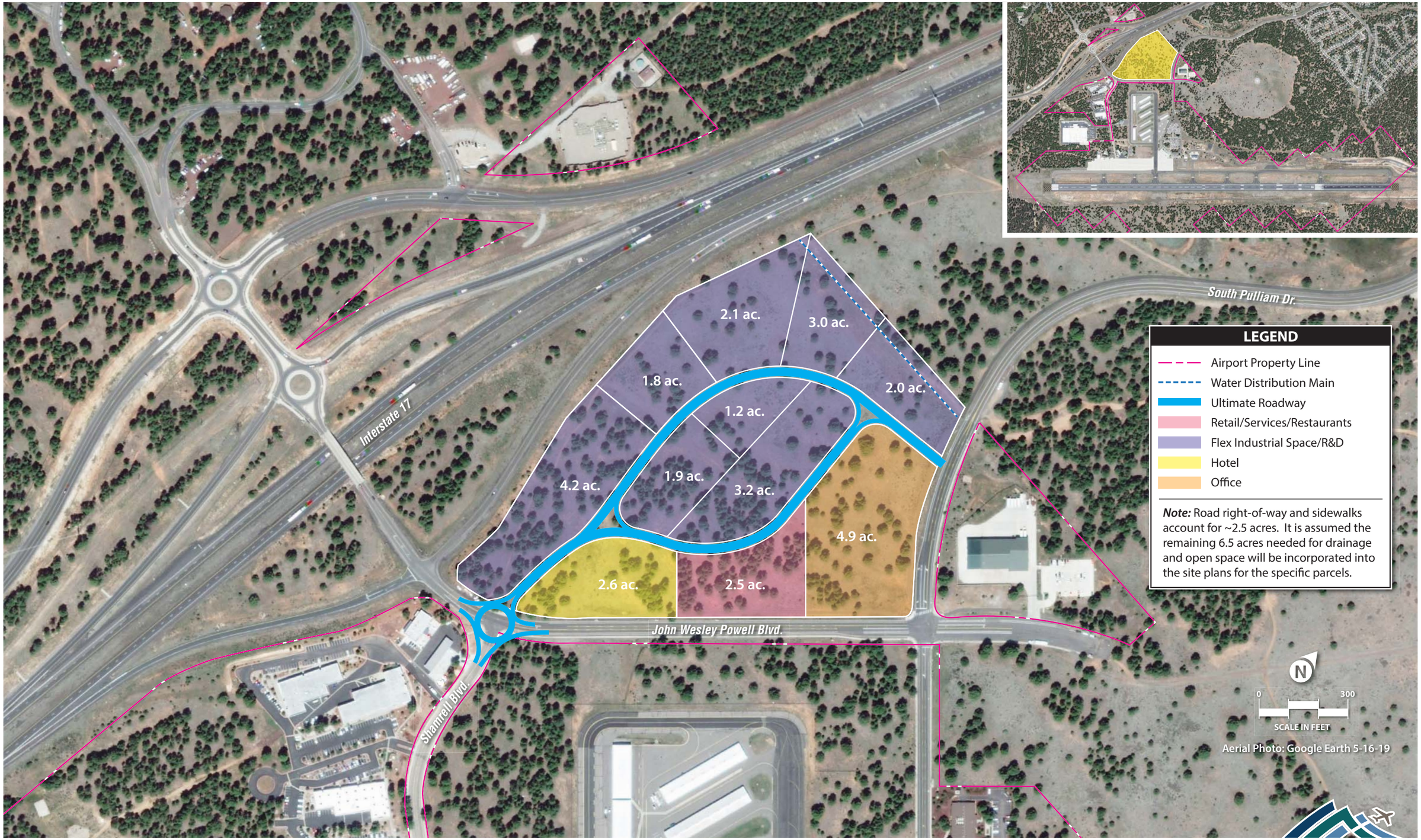


Alternatives 1 and 2. These alternatives also include a hotel site, one parcel for travel-related retail or a restaurant, and office development on the eastern portion of the site. The distribution of the land uses for these alternatives is summarized in **Table 5**.

TABLE 5
Land Use Alternative Scenarios (Alternatives 3, 4, and 5)

	Alternative 3	Alternative 4	Alternative 5
Hotel	**4.1**	**2.6**	**--**
Retail/Services/Restaurants	**4.0**	**2.5**	**--**
Office	**6.7**	**4.9**	**--**
Flex Industrial Space/R&D	**13.2**	**19.4**	**--**
Developable Land (no designation)	**--**	**--**	**22.9**
Roads, sidewalks, drainage, open space[1]	**4**	**2.6**	**9.1**

Note:
1. It is assumed that additional acreage needed for drainage and open space will be incorporated into the site plans for the specific parcels.

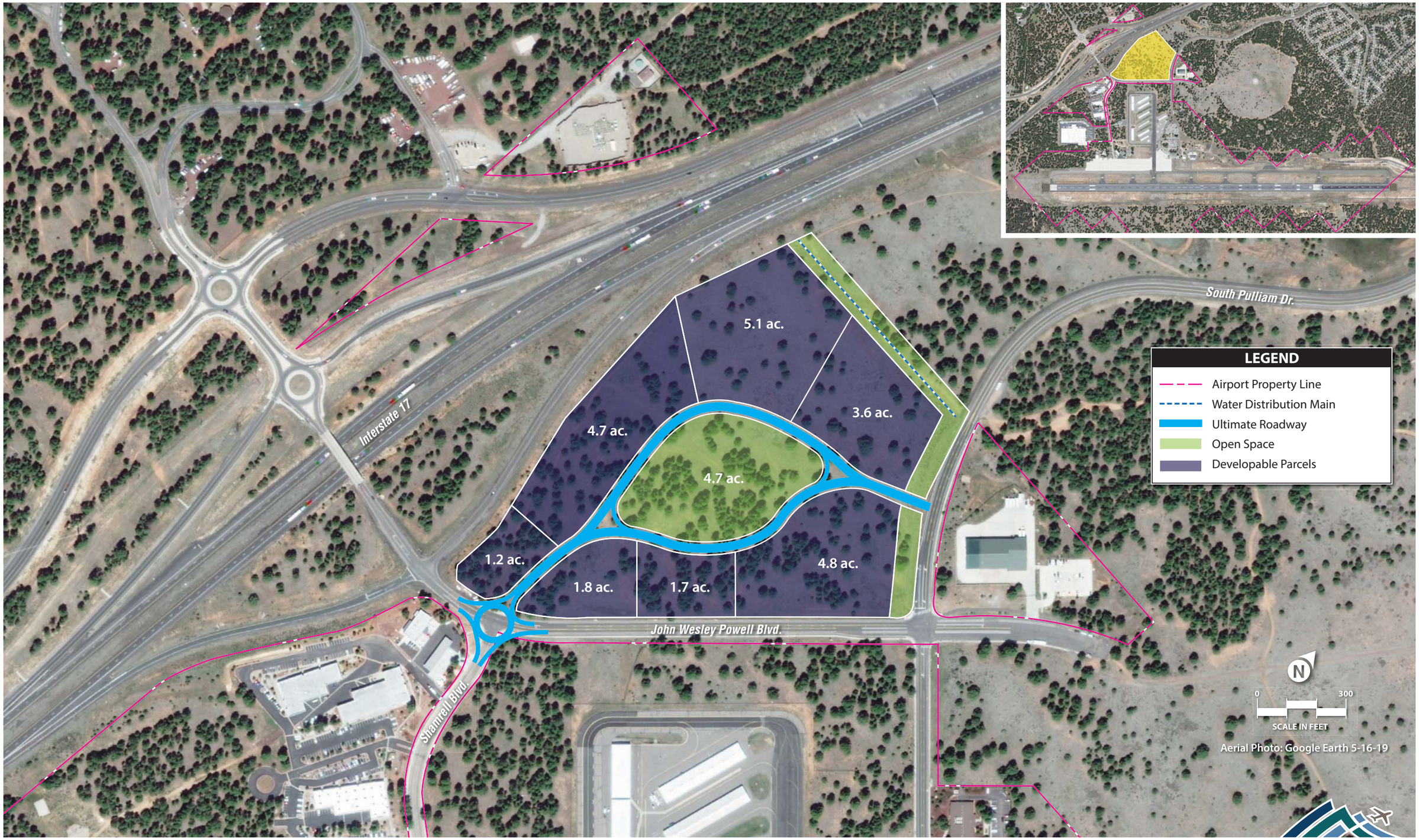
Source: Coffman Associates analysis

Finally, Alternative 5 depicted on **Exhibit 5**, illustrates a more generalized approach to development that allows approximately 23 acres of developable land that could take the form of various land uses mentioned above or another approach based on demand or direction from the City. It also allows for more open space and is sensitive to aesthetics adjacent to South Pulliam Drive.

Summary

This study provides an evaluation of potential demand and possible uses on the 32-acre parcel at Flagstaff Airport. City of Flagstaff staff members have met during the course of the study to provide input into the *Market Assessment* and development alternatives. On April 7, 2020, a presentation was given to the Flagstaff City Council that outlined the findings of the *Market Assessment* as well as a detailed description of the development alternatives. Moving forward, City staff is coordinating with the City Council to determine next steps for the development of the 32-acre site.

32-ACRE CONCEPT DEVELOPMENT PLAN



Attachment 1

Market Assessment

FLAGSTAFF 32-ACRE AIRPORT PARCEL MARKET ASSESSMENT

September 2019

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Report Considerations and Limiting Conditions

This market assessment prepared by ESI Corporation is subject to the following considerations and limiting conditions. The analysis will be based on development information and data provided by the City of Flagstaff. The following general conditions apply.

- It is our understanding that this market assessment is for your planning purposes. Our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration statement, prospectus, public filing, private offering memorandum, loan agreement or other agreement or document without our prior written approval, which may require that we perform additional procedures, nor can it be used for any purpose other than as expressly stated in this report.
- Except as specifically stated to the contrary, this market assessment will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction.
- The reported findings presented in this report will represent the considered judgment of ESI Corporation based on the facts, analyses and methodologies described in the report.
- All direct and indirect written information supplied by the client, its agents and assigns, concerning the Subject Property is assumed to be true, accurate and complete; additionally, information identified as supplied or prepared by others is believed to be reliable. However, no responsibility for the accuracy of such information is assumed.
- This market assessment is intended to be read and used as a whole and not in parts.
- Our analyses are based on currently available information and third party data, which is subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions will not materialize and unanticipated events and circumstances may occur; therefore the actual results achieved may vary from the estimated results.

1. Site Assessment

The 32-acre parcel, owned by the City of Flagstaff, is situated at the northwest corner of John Wesley Powell Boulevard and South Pulliam Drive adjacent to the Flagstaff Airport, as presented in Figure 1. A site assessment was prepared utilizing findings from other reports and plans, evaluating population and employment within the area, as well as conducting interviews with utility providers. This site assessment is based on the parcel's ability to support development given its location in the region, available utilities, zoning, proximity to workforce and other economic factors.

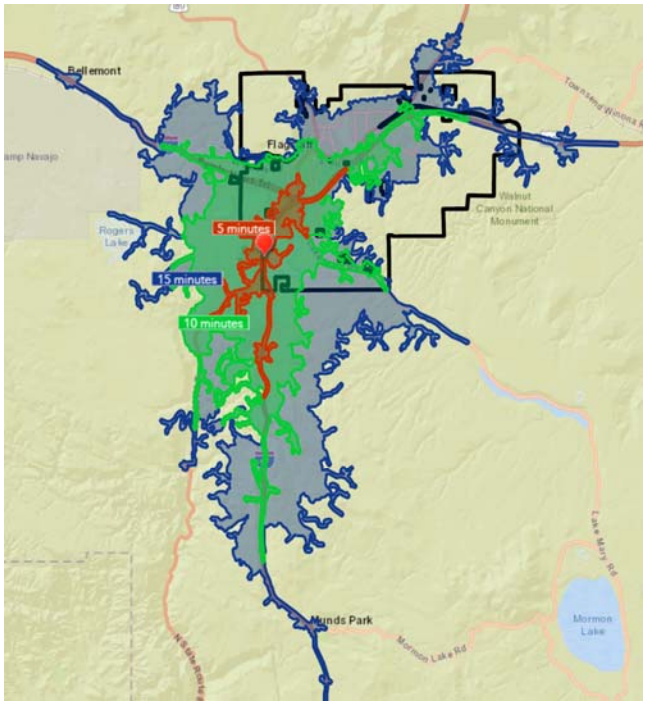
Figure 1 – Airport 32-Acre Parcel

Socio Demographics

An analysis of the demographics surrounding the airport was prepared to understand the density of population and potential workforce. The intersection of I-17 and JWP Boulevard was used as a centroid for a 5, 10 and 15 minute drive time to the site. The geographic area for the 15 minute drive time, represented in Figure 2 shaded blue, is extensive and extends northwest to Belmont, south to Munds Park, east to Walnut Canyon Road and north along SR 89 past Winona Road.

The population within 5 minutes of I-17 and JWP Blvd is 5,871 and expands to 42,493 within 10 minutes and 75,082 within 15 minutes. The median age for 5 minutes is 29.1 with 55 percent of the population having a Bachelor's Degree or higher. Employment within 5 minutes of the intersection is 3,446, of which 65 percent are employed in white collar professions such as management, business, financial and sales.

Figure 2 – Subject Site, 5-10-15 Minute Drive Time



	5 Min	10 Min	15 Min.
2018 Population	5,871	42,493	75,082
2023 Population	6,068	44,582	78,751
2018 Households	2,290	13,363	25,703
2023 Households	2,363	14,218	27,191
Median Household Income	$54,635	$44,317	$50,991
Median Age	29.1	24.4	27.9
Bachelor's Degree	30.2%	27.7%	25.8%
Graduate/Professional Degree	25.2%	18.4%	18.9%
Employed Population	3,446	22,557	41,321
White Collar	64.5%	59.2%	60.0%
Services	22.3%	26.7%	23.2%
Blue Collar	13.2%	14.1%	16.8%
Total Business Establishments	179	1,634	3,345
Total Employees	2,576	23,872	44,848

Source: Esri Business Summary 2018

Within 10 minutes, access to an employed population increases to 22,557. This cohort is younger at 24.4 years of age and is still highly educated with 46 percent earning a Bachelor's Degree or higher. Finally within a 15 minute drive time you can reach a population of 75,082 of which 41,321 are employed. This cohort has the highest percentage in blue collar professions such as construction, production and transportation.

An additional analysis of the drive time was prepared using a banded approach to identify the key industry sectors and employment within each of the banded drive time polygons. The concentration of business establishments and employment is presented in Table 1. Within the 5 minute drive time, which extends north along Milton Avenue to University Avenue, employment in retail trade, accommodations and food services and drinking places is significantly more than the other two geographies. Also of note, manufacturing establishments and jobs are nearly equally represented in each of the three geographies.

Table 1 – Business and Employment for 5, 10 and 15 Minute Banded Drive Times

Banded Drive Time	0 - 5 minute		5 - 10 minute		10 - 15 minute	
Business Type	**Businesses**	**Employment**	**Businesses**	**Employment**	**Businesses**	**Employment**
Totals	**179**	**2,576**	**1,455**	**21,296**	**1,711**	**20,976**
Retail Trade	13%	22%	13%	15%	16%	16%
Manufacturing	2%	3%	3%	4%	2%	2%
Professional, Scientific & Tech Services	9%	3%	10%	6%	10%	5%
Health Care & Social Assistance	4%	3%	8%	6%	12%	22%
Real Estate, Rental & Leasing	9%	3%	7%	3%	5%	2%
Accommodation	4%	5%	3%	4%	2%	2%
Food Services & Drinking Places	13%	25%	10%	15%	6%	9%

Source: Esri 2018 Business Summary

With the planned extension of JWP Boulevard adjacent to the northwest side of the airport, the drive time polygon will likely change resulting in a greater capture of population and workforce within all three drive times.

Airport Existing Uses

Current business activity surrounding Flagstaff Airport includes office, manufacturing, research and development, government and transportation. There is an existing business park that consists of 91,500 square feet and is currently 86 percent occupied, with office, lab space and light manufacturing.[1] The airport has aviation support business which includes rental car agency, and a café.

Absent from the immediate area are other airport related commercial and service related business, such as hotels, coffee houses, and dining options.

Airport Activity Forecast

The Flagstaff Airport also contributes to the vitality of the area. The 2018 Flagstaff Airport Master Plan provides a baseline year of 2015 and forecasts through 2035 for enplanements and operations. Annual enplanements of passengers is projected to reach 125,000 by 2035, with annual operations increasing 26 percent, to nearly 60,000 as presented in Table 2. According to City staff, the enplanements for 2018 reached 70,176. These aviation forecasts indicate the potential for significant growth in airport activities in the future, and in fact the 2018 enplanements total 67,793.

Table 2 – Flagstaff Airport Forecast

	2015	2020	2025	2035	Projected Increase 2015-2035
Annual Enplaned Passengers	67,421	80,000	95,000	125,000	85%
Annual Operations	46,056	48,000	51,200	58,200	26%

Source: 2018 Flagstaff Airport Master Plan

[1] Jim Zemezonak, Boulders Realty Advisors, 3/11/19.

Site Strengths and Constraints

Table 3 provides a summary assessment of the 32-acre parcel's strengths and constraints.

Table 3 – Strength and Constraint Summary

	Strength	Constraint
Highway Commercial Zoning	Allowable land uses in this zoning category are broad including manufacturing, office, mixed use, restaurant, meeting facilities, lodging and various residential. Other uses such as R&D would require a conditional use permit. Allowable height is 60-65 feet (depending upon the design of the roof) with the ability to go higher under a conditional use permit.	
Site Connectivity	I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40. At the I-17 airport exit the average daily traffic count is 33,438. The average traffic count at the I-17 traffic interchange east and westbound along JWP Blvd and Shamrell Blvd is 2,043. Future Northwest extension of JWP Boulevard to Lake Mary Road will boost connectivity to a workforce and customer base.	Extension of JWP Boulevard to Lake Mary Road is not immediate and there is no definite timeframe or funding. This could constrain potential development options on the parcel.
Water	There is a 12-inch water line within the ROW along JWP Blvd and along South Pulliam Drive. There is also a major transmission line on the northern boundary of the 32-acre parcel. The water capacity is 10.7 million gallons a day.	
Sewer	There is a 10-inch sewer line stubbed at the intersection of JWP Blvd and S. Pulliam Drive. The sewer line is large enough to service hotel, restaurant and most other uses. Wastewater capacity is 10 million gallons a day and operating at 56% capacity.	

	Strength	Constraint
Broadband	Suddenlink has fiber optic cable along JWP Blvd and South Pulliam Drive. There's also an underground coaxle cable along Pulliam. Century Link has DSL cable in the ground.	
Electric	There is an existing substation west of I-17 that was recently updated. Conduit (without electric wires) comes to the corner of Shamrell Boulevard and JWP Boulevard with a switching cabinet 500-1,000 feet south.	Electric wires would have to be extended utilizing the existing conduit. Capacity could be limited. There is no dual feed or redundancy in the system. The capacity is between 5 to 7 megawatts.
Natural Gas	At the intersection of JWP Blvd and South Pulliam Drive is a 4-inch gas line, which can handle the type of development allowed under Highway Commercial zoning.	This line would need to be extended either north or west to service the parcel.
Flagstaff Pulliam Airport	Regional commercial airport servicing northern Arizona with over 65,000 enplanements a year and projected to increase 85% by 2035. Two major carriers service the region providing flights to Phoenix, Los Angeles (seasonal), Dallas and Denver.	Limited availability of long term parking at the airport.
Labor Market	Projected employment growth of 15.4% from 2018-2026. Flagstaff has a sizable labor shed with 63% of workers living in Coconino County, 24% coming from other Arizona locations, and 13% from out of state.	Low unemployment rate and tight labor market. Ability to attract resident labor is hampered by Flagstaff's housing affordability. Over the last year the median home sales price increased by 12 percent[2]
Economic Factors	The Flagstaff Airport area has been identified as a future activity center for the City. Current activity includes a diverse mix of aviation and non-aviation business including manufacturing, office and R&D. Estimated number of jobs in the airport area is 500.	Access to the airport from the east is constrained due to the fact that JWP Blvd does not currently connect to Lake Mary Road.

[2] Trulia.com, accessed 3-13-19

2. Market Analysis

Population, Employment

As detailed in Table 4, the current population of Coconino County is 146,902 and is projected to grow to 161,021 by 2030, which represents a 9.6 percent increase. Flagstaff's current population is 73,991 and projected to grow at a faster pace than the County at 14.6 percent to 84,795 by 2030.[3] Today, half of the Coconino County's population lives in Flagstaff and its market share is projected to increase through the year 2030. On the other hand, Flagstaff employment represents nearly 62 percent of total employment within the County. Projections show a slight decline in employment market capture through 2030.

Table 4 – Population and Employment Projections

Population	2018	2020	2026	2030	2018-2030 Change
Coconino County	146,902	149,769	157,361	161,021	9.6%
Flagstaff	73,991	76,122	81,842	84,795	14.6%
Percent of County	50.4%	50.8%	52.0%	52.7%	--
Employment					
Coconino County	71,108	73,576	81,506	87,262	26.5%
Flagstaff	43,956	45,196	49.537	52,803	20.1%
Percent of County	61.8%	61.4%	60.8%	60.5%	--

Sources: Arizona Office of Economic Opportunity, Coconino County 2016-50 Sub-County Population Projections;
Office of Economic Opportunity, Arizona Labor Statistics (2016-2026); 2030 based on county annual growth projection;
Flagstaff employment from Esri 2018 Business Summary, with County growth projections applied.

Labor Force

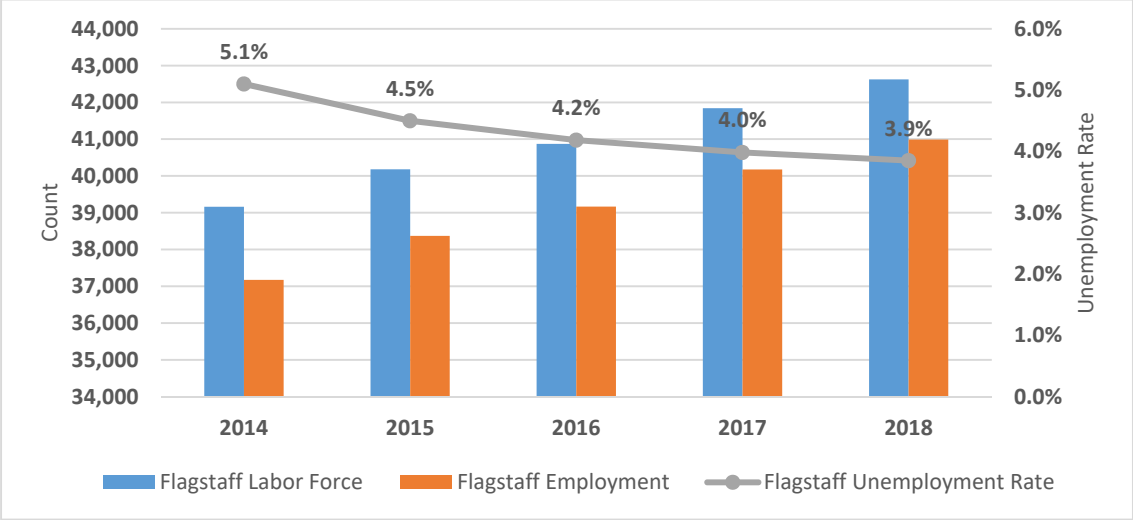
There are several measures used to gauge workforce trends in a region, such as employment, labor force growth, and unemployment rates, as shown in Table 5. Over the last five years Flagstaff employment increased 10.3 percent, which outpaced labor force growth at 8.0 percent. There has been a downward trend in the unemployment rate which posted 3.9 percent at the end of 2018, as seen in Figure 3. Similarly, the Flagstaff MSA experienced an 8.6 percent increase in employment with a corresponding increase of 6.7 percent in the workforce. At the end of 2018 the unemployment rate for the Flagstaff MSA was 5.4 percent. These indicators point to a tight labor market.

Table 5 – City of Flagstaff and Flagstaff MSA Labor Force Trends

	2014	2015	2016	2017	2018	2014-18 Change
Flagstaff Labor Force	39,163	40,178	40,872	41,840	42,625	8.8%
Flagstaff Employment	37,172	38,370	39,166	40,176	40,989	10.3%
Flagstaff Unemployment Rate	5.1%	4.5%	4.2%	4.0%	3.9%	-1.3%
Flagstaff MSA Labor Force	71,960	72,942	73,841	75,381	76,783	6.7%
Flagstaff MSA Employment	66,866	68,209	69,405	71,195	72,637	8.6%
Flagstaff MSA Unemployment Rate	7.1%	6.5%	6.0%	5.6%	5.4%	-1.7%

[3] Arizona Office of Economic Opportunity, Coconino County 2016-50 Sub-County Population Projections.

Figure 3 – Flagstaff Labor Force, Employment and Unemployment Rate, 2014-2018



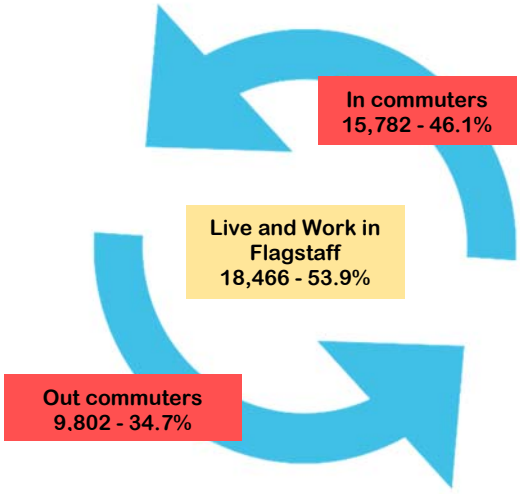
Source: Arizona Office of Economic Opportunity, Arizona Labor Statistics

The Flagstaff labor shed is quite large with 63 percent of workers living in Coconino County, of which 86 percent are Flagstaff residents. Another 24 percent of workers come from other Arizona locations, and 13 percent from out of state. The mean travel time for a Flagstaff resident is 15 minutes, while the mean travel time for Coconino County residents is 18 minutes.[4] Table 6 shows that nearly 71 percent of workers come from Arizona locations, with the majority living in Flagstaff.

The latest worker inflow-outflow data from the U.S. Census indicates that 54 percent of Flagstaff residents both live and work in Flagstaff while 35 percent out commute to other locales. To supplement the worker base, another 46 percent commute into Flagstaff for work as depicted below.

Table 6 – Where Workers Live - Top 10 Locations

Total Primary Jobs	34,228	100.0%
Flagstaff	18,446	53.9%
Phoenix	1,507	4.4%
Doney Park CDP	1,408	4.1%
Kachina Village CDP	577	1.7%
Prescott Valley	386	1.1%
Cottonwood	357	1.0%
Verde Village CDP	349	1.0%
Mesa	346	1.0%
Prescott	304	0.9%
Glendale	288	0.8%
Williams	236	0.7%
Total Top 10 Arizona Locations	24,204	70.7%



Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics

[4] Source: U.S. Census Bureau, 2013-17 American Community Survey.

The industry sectors for all people (residents and nonresidents) who work in Flagstaff is presented in Table 7. Industries within the service sector dominates with 71 percent of all workers employed in primary jobs. A primary job, as defined by the Census, is the highest paying job (either public or private) for an individual worker for the year. Within this sector the key industries include: health care (20.3%), educational services (17.5%), accommodation and food services (14.6%), and retail trade (10.7%). Manufacturing also has double digit representation at nearly 12 percent.

Table 7 – Sectors of Flagstaff Employment, Residents and Nonresidents

	All People Who Work in Flagstaff	
Health Care and Social Assistance	6,956	20.3%
Educational Services	5,986	17.5%
Accommodation and Food Services	4,992	14.6%
Manufacturing	4,014	11.7%
Retail Trade	3,679	10.7%
Public Administration	1,774	5.2%
Construction	1,227	3.6%
Administration & Support, Waste Management and Remediation	1,159	3.4%
Professional, Scientific, and Technical Services	944	2.8%
Other Services (excluding Public Administration)	750	2.2%
Arts, Entertainment, and Recreation	665	1.9%
Real Estate and Rental and Leasing	396	1.2%
Finance and Insurance	380	1.1%
Transportation and Warehousing	350	1.0%
Wholesale Trade	319	0.9%
Information	307	0.9%
Utilities	191	0.6%
Management of Companies and Enterprises	73	0.2%
Agriculture, Forestry, Fishing and Hunting	62	0.2%
Mining, Quarrying, and Oil and Gas Extraction	4	0.0%
Total Primary Jobs	**34,228**	**100.0%**

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2015).

Existing and Planned Commercial Real Estate

Information on square feet of existing retail, office and industrial space is from CoStar and presented in Table 8. Flagastaff has a relatively low vacancy rate at 4 percent in retail and office space. Industrial vacancy of 14 percent could be attributed to undesirable older space, which maybe more difficult to absorb.

Table 8 – Flagstaff Retail, Office and Industrial Space

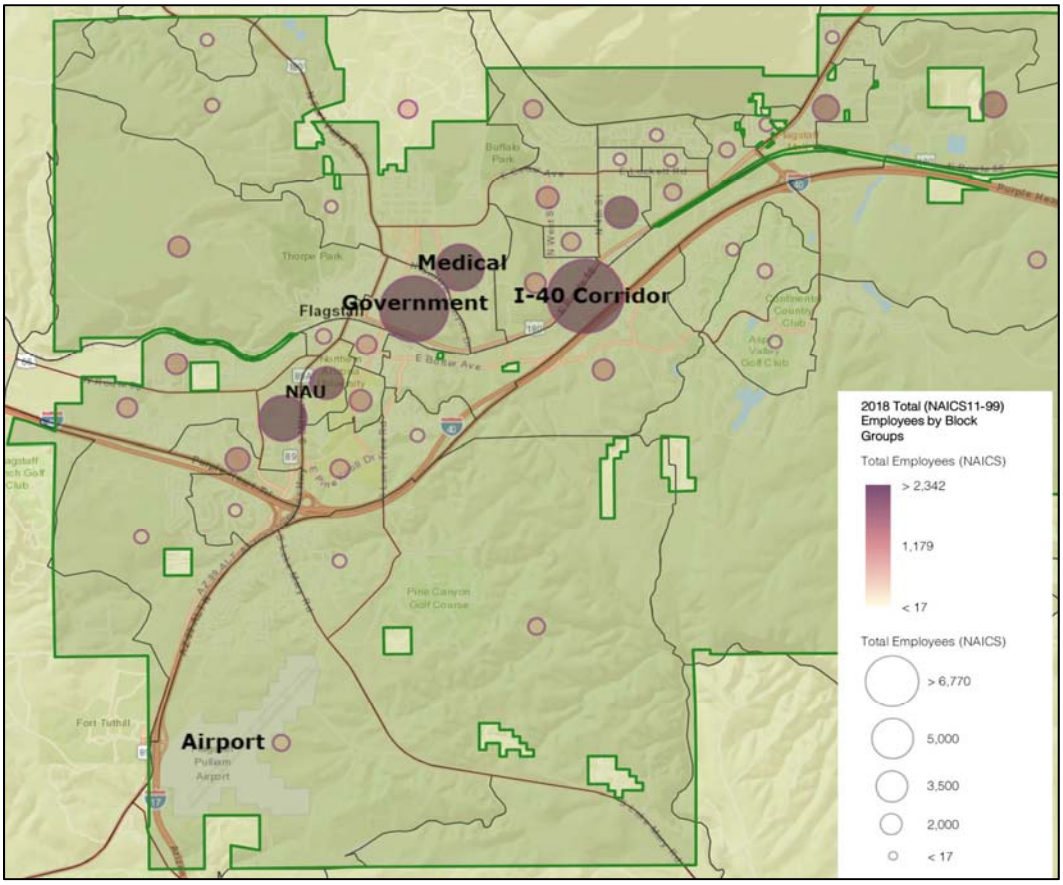
	Existing SF	Total SF Vacant	Total % Vacant
Retail	5,787,761	231,651	4.0%
Office	1,578,491	62,927	4.0%
Industrial	2,767,591	385,547	13.9%
Source: CoStar, January 2019			

Based on conversations with city staff and real estate brokers, there is very little new office or industrial space under construction or planned for the community. The inventory of industrial space is older and smaller around 5,000 square feet or less, with specialty industrial located around Butler Avenue. There is one available large industrial building known as the Walgreens distribution facility. Reportedly there is interest in the facility, but to date there are no announced plans. Based on the City's Development Status Reports for November 2018 and February 2019, there is a small amount of medical office space that is either planned or under construction.

Further analysis was conducted to understand the existing mix of business located in Flagstaff and the geographic employment concentration. Depicted in Figure 4 are several employment centers, some of which were analyzed for this assessment including:

- I-40 / Butler Avenue Corridor
- Government
- Medical
- NAU
- Airport

Figure 4 – Flagstaff Employment Centers



Source: Esri 2018

All of these centers (with the exception of the airport area) have a concentration of retail. Accommodation, food services and lodging are clustered near NAU and along the I-40/Butler Avenue corridor. Manufacturing is predominately located along the I-40/Butler Avenue corridor. Professional, scientific and technical services are centered within the NAU, government and medical nodes. The airport area has aviation related uses, warehousing, professional services and some manufacturing. The accompanying Table 9 details the dominate sectors with number of business establishments and employees associated with each.

Table 9 – Employment Center Dominate Sectors

Employment Center	Dominate Sectors	Number of Employees	Percent	Number of Businesses	Percent
I-40/Butler Avenue Corridor	Public Administration	1,178	17.4%	20	5.8%
	Retail Trade	1,152	17.0%	47	13.5%
	Accommodation & Food Services	862	12.7%	35	10.1%
	Wholesale Trade	530	7.8%	49	14.1%
	Manufacturing	423	6.2%	18	5.2%
Government	Public Administration	2,008	33.8%	57	10.6%
	Retail Trade	682	11.5%	74	13.7%
	Professional, Scientific & Tech Services	524	8.8%	97	18.0%
	Health Care & Social Assistance	458	7.7%	62	11.5%
Medical	Health Care & Social Assistance	3,252	86.4%	79	51.3%
	Retail Trade	80	2.1%	8	5.2%
	Professional, Scientific & Tech Services	62	1.6%	8	5.2%
	Real Estate, Rental & Leasing	60	1.6%	9	5.8%
NAU	Accommodation & Food Services	1,542	26.0%	65	20.1%
	Educational Services	1,115	18.8%	9	2.8%
	Retail Trade	1,019	17.2%	50	15.5%
	Professional, Scientific & Tech Services	274	4.6%	35	10.8%
Airport	Manufacturing	135	27.3%	1	1.9%
	Real Estate, Rental & Leasing	73	14.7%	13	25.0%
	Transportation & Warehousing	66	13.3%	7	13.5%
	Construction	29	5.9%	5	9.6%
	Professional, Scientific & Tech Services	13	2.6%	5	9.6%

Source: Esri Business Summary by Block Group, 2018

Lodging

The lodging statistics from SR Smith Travel Research measure the industry's performance over the last two years. Table 10, shows that Flagstaff's 2018 occupancy rate of 73.2 percent decreased 2.6 percent over the prior year. The average daily rate (ADR) of $101.66 increased 1.1 percent and revenue per average room (RevPAR) of $75.27 decreased 1.5 percent. The majority of lodging facilities are located north of the I-40 corridor.

Table 10 – Flagstaff Lodging Statistics

Year	Occupancy	ADR	RevPar
2017	75.2%	$101.66	$76.41
2018	73.2%	$102.82	$75.27
Percent Change	-2.6%	1.1%	-1.5%

Source: Star STR Smith Travel Research

According to city staff there are seven new hotels in Flagstaff, which indicates that demand generators such as tourism, commercial development, population and employment growth were significant enough to support the additional rooms. Forecasting the demand for additional hotel rooms is outside of this scope. However, Flagstaff is projected to grow in population, employment, tourism, and airport traffic, all of which are demand drivers.

Trade Leakage/Surplus

Flagstaff serves as a regional trade center in Coconino County. Residents living in communities as far north as Page and as far east as Winslow travel to Flagstaff to shop at the regional mall, dine in restaurants, and visit big box stores. In addition, Flagstaff has a robust tourism market that draws visitors in both summer and winter. According to CoStar data, Flagstaff has 5.7 million square feet of retail space with a 4 percent vacancy rate. For a resident population of 73,991, the square feet of retail space per resident amounts to 78 square feet, compared to the metro Phoenix area, which ranges between 35 and 45 square feet capita. The fact that Flagstaff is a regional trade hub and also supports a robust tourist trade contributes to the demand of retail space.

Flagstaff household budget expenditures in 2018 amounted to $1.5 billion, of which 32 percent is spent on taxable items such as retail, food away from home, and beverage and entertainment. An estimate of sales tax collections for FY2018-19 was calculated using the last 6 months of 2018 data from the City's monthly tax revenue reports. While every community has some trade leakage, including Flagstaff, it is apparent that Flagstaff has more retail space for a community of its size, and is capturing 23 percent more taxable revenue than what could be generated by its residents. Table 11 further details this information.

Table 11 – Flagstaff Estimated Retail Sales and Trade Surplus

Household Budget Expenditures (Esri)	$1,497,332,013
Taxable Retail Sales (Esri)	$478,280,911
Flagstaff Estimated FY2018-19 Tax Collections	$14,349,736
Calculated Sales based on City Tax Collections	$623,986,692
Retail Trade Surplus	$145,705,781
Trade Surplus as a Percent of Calculated Sales	23.4%

Increase in retail trade will be dependent upon a number of factors including resident and trade area population growth, expansion of wages, and tourism.

Real Estate Market Demand

A high level market analysis was prepared for retail, office and industrial space evaluating the potential for future demand through the year 2030, and is presented in Table 12. This analysis is based on January 2019 CoStar data and current and projected population and employment statistics for the City of Flagstaff from Arizona Office of Economic Opportunity and Esri. Findings of the analysis are used to identify land demand alternatives for the 32-acre parcel.

Retail Demand - The demand for retail space is based on resident household spending, office worker spending and additional capture of sales from a secondary trade area. ESI utilized Esri data for number of households and median household income, and Flagstaff sales tax revenue to estimate potential sales within retail, restaurant/bar and entertainment. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Office Demand - The demand for office space is based on employment and employment growth within the office sectors. To determine if there is unmet demand for office space, ESI utilized Arizona Office of Economic Opportunity employment projections for Coconino County by sector and applied the percentages to Flagstaff. Assumptions were used to calculate office space jobs, such as finance, insurance, and professional services. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Industrial Demand - Employment growth within the industrial sector was used to project the demand for industrial space in Flagstaff. Again ESI utilized the Arizona Office of Economic Opportunity sector employment projections for Coconino County and applied the percentages to Flagstaff. Assumptions were used to calculate the percentage of jobs that occupy industrial space. Existing square feet of office space came from CoStar, with under construction square footage from the City's Development Status Reports.

Based on the analysis findings, the City of Flagstaff through the year 2030 can support another 186 acres of retail, office and industrial space. Some of this demand could be absorbed by the 32-acre parcel.

Table 12 – Real Estate Demand Forecast, 2030

Land Use	New Sq. Ft. Supported by 2030	Floor to Area Ratio	Acres
Retail/Services/Restaurants	582,012	0.25	53
Office	398,282	0.35	26
Industrial	1,155,693	0.25	106
Total	**2,135,986**	**--**	**186**

3. Potential Uses

Flagstaff Airport is a gateway area and designated activity center for the City of Flagstaff. Within a 5 minute drive time of I-17 and JWP Boulevard there are 179 business establishments employing more than 2,500 employees. The Flagstaff Airport and its immediate area have a mix of uses that includes office, light manufacturing, research and development, government and transportation. There are an estimated 500 jobs in both aviation and non-aviation establishments.

The geographic area east of I-17 and south of I-40 is lacking basic community amenities for the population that lives there. Grocers, drug stores, coffee houses, financial and medical services are concentrated north of I-40 along Milton Road, 4th Street and US 89 north of Country Club Drive. The proposed extension of JWP Boulevard to Lake Mary Road will likely facilitate a new circulation pattern providing residents with easy access to the airport area and I-17. This eastward road extension will enhance connectivity to a customer and workforce base, which are key selling points for the subject site.

The geographic labor pool that Flagstaff draws from is quite extensive. As noted earlier, in-commuters represent 46 percent of the workforce, with 68 percent employed in service sector jobs such as health care, education, retail and accommodations and food services, and nearly 17 percent employed in goods producing jobs.

Flagstaff employment is projected to grow 20 percent by the year 2030. The sectors that show the greatest growth include health care and social assistance, real estate and rental and leasing; administrative support and waste management; accommodations and food services, and manufacturing. Professional, scientific and technical services are projected to grow but at a slower pace.

Given the combination of projected population and employment growth, the forecasted increase in airport passengers, and the sizable retail capture rate within the trade area, there are a wide range of uses that could be considered for the 32-acre parcel. These uses are currently allowed under the Highway Commercial zoning.

- Hotel(s) with meeting room facilities
- Restaurants (fast casual and sit down)
- Bars/taverns
- Micro brewery
- Medical/Dental Office
- Veterinary Clinic
- Professional Office
- Financial Services
- General Retail
- Biotech and R&D (need conditional use permit)
- Selected Manufacturing

Land Use Alternatives

Based on the 2030 real estate forecast, there is demand for an additional 2.1 million square feet of retail, office and industrial land uses. As mentioned earlier, the 32-acre Flagstaff airport parcel can absorb some of this demand. As an illustration, two land use alternative scenarios are provided for the 32-acre parcel. The first alternative scenario represents a natural expansion of existing uses currently in the area today including manufacturing, office, research and development, aviation support. It also includes the addition of lodging and other travel related retail/services.

The second land use alternative scenario recognizes the lack of existing resident amenities south of the I-40 corridor such as retail, medical and other services. This alternative envisions the northeastern extension of JWP Boulevard and the ability to capture the current customer base. It also envisions attracting the existing population south of the airport exit extending to Munds Park. Lastly, it envisions the development of vacant parcels, identified in the City's General Land Use Plan, located south of I-40 in the City of Flagstaff and the County. The second alternative is a mix of lodging, retail and office uses.

The following Table 13 summarizes the potential mix of uses and associated acres for each land use alternative scenario.

Table 13 – Subject Site Land Use Alternative Scenarios

Land Use Mix - Alternative 1	**Acres**	**Floor to Area Ratio**	**Building Square Feet**
Hotel	4	0.50	87,120
Retail/Services/Restaurants	5	0.25	54,450
Office	3	0.35	45,738
Flex Industrial Space/R&D	12	0.25	130,680
Roads, sidewalks, drainage, open space (25%)	8	--	--
Total	**32**	**--**	**317,988**
Land Use Mix - Alternative 2	**Acres**	**Floor to Area Ratio**	**Building Square Feet**
Hotel (2)	9	0.50	196,020
Retail/Services/Restaurants	10	1.25	108,900
Office	3	0.35	45,738
Medial Office	2	0.75	65,340
Roads, sidewalks, drainage, open space (25%)	8	--	--
Total	**32**	**--**	**415,998**
Note: Hotel is assumed to be 5 stories			

Land absorption for the 32-acre parcel will depend upon a combination of factors including the timing of JWP Boulevard extension, projected population and employment growth, and the potential development of vacant parcels south and north of the airport along I-17.

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8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Co-Submitter:	Sharon Gonzales, Billing/Collection Manager
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, Transaction Privilege Tax and Insufficient Funds Write-offs: Delinquency and Uncollectible Accounts for Fiscal Year 2020-21.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts, Miscellaneous Account Receivables, Transaction Privilege Tax accounts and Insufficient Funds in the combined amount of $277,468.38.

Executive Summary:

Council is requested to approve the write-offs of $277,468.38 in accounts receivable deemed to be uncollectible for the fiscal year ending June 30, 2021. Generally accepted business practices allow for the write-off of uncollectible accounts annually. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect them. Where possible, City reports amounts due to a credit reporting agency. As a result, debt that has previously been written off is occasionally paid sometime later to clear a customer's outstanding debt. Pursuant to state law, individual utility account information is not subject to public release.

[A brief presentation will be provided with the Final agenda.]

Financial Impact:

Each year, the City reserves funds, anticipating there will be uncollectible Municipal Services accounts and Miscellaneous Account Receivables. At the end of each fiscal year, reserves are computed to project potential write-offs for the upcoming year. These are based on a calculation utilizing aged accounts, current year write-offs, as well as consideration of anomalies and anticipated changes in procedures impacting collections. The amount requested to write-off is below the reserve.

Total write-offs for the Fiscal Year 2020-21 are broken down as follows:

Category	Amount
Municipal Service Accounts	$ 46,254.86
Miscellaneous Accounts Receivable	$ 5,386.86
Transaction Privilege Tax Receivable	$ 225,674.51

Insufficient Funds (NSF Checks)	$ 152.15
Total	$ 277,468.38

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.

Previous Council Decision on This:

None.

Options and Alternatives:

1. Authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, and Insufficient Funds.
2. Do not authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, and Insufficient Funds, leave the outstanding receivables on our balance sheet, and continue collection efforts.

Background/History:

Municipal Services Bills are for monthly billings of water services, solid waste, and environmental services. Miscellaneous Account Receivables is monthly billing for lease revenue, retiree insurance, and a variety of fees. Transaction Privilege Tax receivables are for City Sales Tax accounts prior to 1/1/2017. Insufficient Funds are related to returned checks and disputed credit card charges at various city locations.

Before any account is eligible for a write-off, staff initiates collection efforts on each account after it becomes delinquent. When customers do not pay a past-due bill and do not respond to collection efforts, the City recoups a higher percentage of the delinquent amount by applying the higher deposit to the outstanding balance. Additionally, the higher deposit typically covers the amount due on final bills, reducing write-offs from customers who have moved and have not provided an accurate forwarding address. The other significant change relates to improved teamwork and timeliness of City collection efforts. Customer accounts are being disconnected prior to large unpaid balances accumulating. Customers are being contacted after their accounts are closed and before postal delivery forwarding orders have expired. At that time customers are being notified of the City's intent to report their accounts to a credit reporting agency if the final bills are not paid. To further improve the collection processes, we have begun sending out delinquency postcards and contacting customers via the customer’s preferred method of choice, be it by phone or email.

When collection efforts are exhausted, the account is eligible for a write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer’s credit, the amount owed remains active for 7 years after the delinquency date. Application against the credit of the debtor may lead to the recovery of some delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e. mortgages, car loans, apartment rentals, etc.).

Total Municipal Services billings for FY 2020 are estimated at $40.9 million with recommended write-off amounts of $46,254.86 or 0.11% of total revenues. Miscellaneous Accounts Receivables billings at $13.7 million with recommended write-off amounts of $5,386.86 or 0.03% of total revenue.

Due to the COVID 19 pandemic, we anticipate Municipal Service billing will be much higher next fiscal year.

In January 2017, the Arizona Department of Revenue began collecting our local Transaction Privilege Tax. At the end of the Fiscal Year 2016-17, the City had a receivable balance from the City collected accounts of $928,293.06. Staff continued to work on collections of these accounts and as of June 30, 2020, our receivable balance was $555,305.16. This fiscal year $89,881.32 has been collected by staff efforts and working with the taxpayers. This year, staff is requesting the write-off of thirty-two accounts totaling the amount of $225,674.51 which staff deems uncollectible. These accounts are related to companies that are no longer in business.

Below is a five-year history of the City's write-offs:

Municipal Services Account Write-Offs: 5-Year History

Write-Off Fiscal Year	Total Write-Off	Annual Amount Billed	% of Amount Billed
FY 2020-21	$ 46,254.86	$ 40,851,000	0.11%
FY 2019-20	$ 61,628.61	$ 37,232,000	0.17%
FY 2018-19	$ 86,460.80	$ 36,450,000	0.24%
FY 2017-18	$ 117,902.90	$ 34,327,000	0.34%
FY 2016-17	$ 67,974.66	$ 33,006,000	0.21%

Municipal Services Account Write-Off: Breakdown Information

Write-Off Fiscal Year	Total # of Accounts	Accounts Greater than $1,000	Accounts Between $500-$1,000	Accounts Less Than $500
FY 2020-21	166	6	20	140
FY 2019-20	257	5	24	228
FY 2018-19	395	13	37	345
FY 2017-18	493	18	38	437
FY 2016-17	385	4	19	362

Miscellaneous Accounts Receivable Write-Offs: 5-Year History

Write-Off Fiscal Year	Total Write-Off	Annual Amount Billed	% of Amount Billed
FY 2020-21	$ 5,386.86	$ 17,983,000	0.03%
FY 2019-20	$ 1,033.72	$ 13,672,000	0.01%
FY 2018-19	$ 2,581.37	$ 16,102,000	0.02%
FY 2017-18	$ 38,212.57	$ 15,156,000	0.25%
FY 2016-17	$ 8,234.68	$ 9,055,000	0.90%

Miscellaneous Accounts Receivable Write-Offs: Breakdown Information

Write-Off Fiscal Year	Total # of Accounts	Accounts Greater than $1,000	Accounts Between $500-$1,000	Accounts Less Than $500
FY 2020-21	5	2	0	5

FY 2019-20	3	0	1	2
FY 2018-19	7	0	2	5
FY 2017-18	27	8	2	17
FY 2016-17	25	6	2	17

Key Considerations:

For active customer accounts, staff works collections of accounts by using billing statements, postcards, letters, and telephone calls. When customers fail to make payment or set up a payment arrangement for their past due amount, services are terminated and a door hanger is left on the property with instructions on how to reestablish services. Terminated services could include turning off water services or removal of trash and recycle bins as an example. Services are reestablished after a payment and a possible payment arrangement is made or if a new customer request services at that location. If a customer opens a new account, the previous balance is transferred to the new account. If there is no new account and when possible, the amount owed is reported to a credit agency.

Since the City's declaration of emergency related to the COVID-19 pandemic, the practice of terminating service for non-payment was eliminated. We understood that during the pandemic, it is best to maintain water and trash/recycling services so that our customer have a safer environment. We continue to provide notices to our customers including monthly bills, post cards and door hangars. We have also mailed a flyer that provided financial resources that are available to pay bills to those with delinquent accounts. Most of our customers have maintained contact and we have several payment plans set up to assist them. There are only a few customers that have made no attempt to contact us or make a payment since July 2020.

While the practice to not terminate services is appropriate during the pandemic environment, this will have an impact on future write off of customers' accounts should they close their accounts with us.

Expanded Financial Considerations:

It is sound fiscal management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectible overstates the asset value of the City. The City sets up an annual allowance for uncollectible accounts and currently set at $783,000. The amount requested to write off falls below this allowance. Write-offs are charged back to the fund from which the service or fee had originated from.

Community Involvement:

Inform. Yearly write-offs ensure the City is following generally accepted business practices.

Attachments: Presentation

Write Offs and Revenue Section Collections Process

June 1, 2021

TEAM FLAGSTAFF

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Annual Write-Offs

- Business practice to write off accounts that are highly unlikely for collection
- Completed an extensive process to collect and when possible, applied to customers credit reports
- FY 2020-2021 write-offs are $277,468.38

Municipal Services Bills

10+ Year Low for Municipal Services Bill Write Offs

- $46,254.86 recommended write offs
- Only 0.11% of total accounts billed last fiscal year
- Only 166 accounts on write off list
  - 158 residential accounts
  - 8 commercial accounts

Miscellaneous Accounts Receivable

Very low write off percentage

- $5,386.86 recommended write offs
- Only 0.03% of total accounts billed last fiscal year
- Only 5 accounts on write off list
  - 3 businesses and 2 individuals

Sales Tax

City Tax accounts prior to 1/1/2017

- Accounts from prior to Arizona Department of Revenue taking over Sales Tax collections
- Jan 2017 was $928,293.06, as of July 2020 $555,305.16
- Collected $89,881.32, many active payment arrangements
- Requesting write off accounts that are no longer in business and no contact made, $225,674.51, 32 Accounts
  - 12 Construction, 9 Restaurants/Bars, 8 Retail and 3 Advertising and Commercial Rent

Revenue Collection Process

Process prior the Declared Pandemic Emergency

- 1st monthly billing sent to customer
- ~30 Days later – Second monthly bill sent, with past due
- ~34 days after 1st bill – Postcard reminder sent
- After 41st day – Collection report run and account review
- After 45th day – List of disconnects sent to Meter Services Supervisor
- Water disconnected and door hangars left
- Referred to Customer Service

Revenue Collection Process

Process since the Declared Pandemic Emergency

- 1st monthly billing sent to customer
- 30 Days later – Second monthly bill sent, with past due
- 34 days after 1st bill – Postcard reminder sent
- ~~After 41st day – Collection report run and account review~~
- ~~After 45th day – List of disconnects sent to Meter Services Supervisor~~
- ~~Door hangars left with 24-hour notice of disconnection~~
- ~~Water disconnected before noon, refer to Customer Service~~

Revenue Collection Process

Process since the Declared Pandemic Emergency

- 1st monthly billing sent to customer
- 30 Days later – Second monthly bill sent, with past due
- 34 days after 1st bill – Postcard reminder sent
- ~ 45 days: Updated Door Hanger
  - Requesting contact with Customer Service
  - Work for payment arrangements
  - Provide list of assistance agencies
- If no contact, the water remains active, postcards monthly

Utility and Rental Assistance

We have notified past due customer of assistance

- Emergency Rental (and Utility) Assistance Program: *16 accounts, $10,297.85*
- Access H2O: *2 accounts, $502.82*
- Coconino County Community Services: *39 accounts, $18,027.86*
- St. Vincent De Paul: *30 Accounts, $8,844.00*
- Payment arrangement through our friendly Customer Service staff *(928) 213-2231*

Utility and Rental Assistance

TEAM FLAGSTAFF
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The City of Flagstaff has several programs to help those experiencing financial hardships.

Emergency Rental Assistance Program	Access H2O	Coconino Community Services
Rental and utility assistance is available. https://des.az.gov/ERAP	This organization can help residents pay down past due balances and get back on track with regular monthly payments, www.accessh2o.org	Administered by Coconino County, services include utility assistance, emergency home repairs, eviction prevention and others, (928) 679-7453 www.coconino.az.gov/143/Community-Services
St. Vincent De Paul	**Payment Arrangements**	
This organization offers assistance with payment of utility bills. For more information call (928) 774-6511.	If you're unable to pay your full balance by the due date on your statement, contact us for payment options.	To learn more about our assistance programs visit www.flagstaff.az.gov/4590/Payment-Assistance or call (928) 213-2231 to speak with a customer service representative.

Council Direction

- Staff recommends we restart the Disconnect process for customer with NO payment arrangement (or broken engagements)
- Continue to provide extended and flexible payment arrangement
- Helps us identify if someone has moved out without letting us know

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-26 and Ordinance No. 2021-13: 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-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses;" 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 Zoning Code provisions to accommodate medical and recreational marijuana and the associated land uses.

STAFF RECOMMENDED ACTION:

At the June 1, 2021 Council Meeting:

1) Read Resolution No. 2021-26 by title only
2) City Clerk reads Resolution No. 2021-26 by title only (if approved above)
3) Read Ordinance No. 2021-13 by title only for the first time
4) City Clerk reads Ordinance No. 2021-13 by title only (if approved above)

At the June 15, 2021, Council Meeting:

5) Adopt Resolution No. 2021-26
6) Read Ordinance No. 2021-13 by title only for the final time
7) City Clerk reads Ordinance No. 2021-13 by title only (if approved above)
8) Adopt Ordinance No. 2021-13

Executive Summary:

The proposed amendment (Exhibit A to the Resolution No. 2021-26) modifies the existing marijuana use provisions of the Zoning Code to address Proposition 207 – Smart and Safe Arizona Act (the "Act") that the Arizona voters approved in November 2020 to allow recreational use of marijuana. Furthermore, the amendment is to implement the City Council's January 12, 2021, and March 2, 2021, direction to allow dual license (medical and recreational) dispensaries and the testing, cultivation, and manufacturing of marijuana products.

The Planning and Zoning Commission reviewed and provided a recommendation of approval at the May 12, 2021, Planning and Zoning Commission meeting.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

City Council Goal: Grow and strengthen a more equitable and resilient economy.

- The proposed Zoning Code Text Amendment is intended to address the Proposition 207 – Smart and Safe Arizona Act (recreational use of marijuana) that was approved by the Arizona voters in November 2020, and allow the recreational sales, testing, manufacturing, and storage of marijuana and marijuana products within the City. This amendment will allow and assist in providing for a more diverse and resilient business environment.

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

Priority Based Budget Key Community Priorities and Objectives

- Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.
- Maintain & enhance an equitable & effective business recruitment, retention, & expansion program throughout the community

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under the Zoning Code Text Amendment Criteria heading, Finding #1 of the report. In addition, the staff's narrative and Regional Plan analysis are included as Attachment 1.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

The City Council may choose to adopt, modify, or deny the amendment.

Proposed Amendment:

The proposed amendment (Exhibit A to the Resolution No. 2021-26) modifies the existing marijuana use provisions of the Zoning Code to address Proposition 207 – Smart and Safe Arizona Act (the "Act") that the Arizona voters approved in November 2020 to allow recreational use of marijuana. Furthermore, the amendment is to implement the City Council's January 12, 2021, and March 2, 2021, direction to allow dual license (medical and recreational) dispensaries and the testing, cultivation, and manufacturing of marijuana products. To accommodate both the medical marijuana and the associated uses, which is also referred to as Marijuana Establishments, the proposed revisions to the Zoning Code incorporate the following modifications:

- The Medical Marijuana Dispensary land use has been revised to be called Marijuana Dispensary. In addition, the associated definition has been modified to accommodate both medical and dual license (medical or recreational) sales. Furthermore, the definition incorporates the associated accessory uses (cultivation, manufacturing, processing, packaging, or storage of marijuana products) to be consistent with the Arizona Revised Statutes (ARS) pertaining to a dispensary's allowed operation characteristics under ARS.
- A new land use, Marijuana Testing Facility, and its associated definition have been added. This land use is a laboratory that tests marijuana and marijuana products for potency and impurities. The Marijuana Testing Facility is proposed to be allowed in the Suburban Commercial (SC), Community Commercial (CC), Highway Commercial (HC), Commercial Service (CS), Research and Development (RD), Light Industrial (LI), and Light Industrial – Open (LI-O) zones as an allowed use.
- Medical Marijuana Off-Site Cultivation Location is proposed to be revised to Marijuana Off-Site Cultivation Location. In addition, the existing definition is proposed to be deleted, and a new definition is proposed to be added that conforms with the Act and the existing ARS provisions for medical marijuana. The Marijuana Off-Site Cultivation Location land use allows for the cultivation,

manufacturing, packaging, processing, and storage of marijuana and marijuana products, but it excludes the sale or transfer of marijuana and marijuana products to consumers. The Marijuana Off-Site Cultivation Location use is proposed to be maintained as an allowed use in the Light Industrial (LI), Light Industrial – Open (LI-O), Heavy Industrial (HI), and Heavy Industrial – Open (HI-O) zones.

- A new land use, Marijuana Off-Site Manufacturing Location, and its associated definition have been added. The proposed definition of this land use allows for the manufacturing, packaging, processing, and storage of marijuana and marijuana products, excluding the sale or transfer of marijuana and marijuana products to consumers. The Marijuana Off-site Manufacturing Location land use is proposed to be allowed in the Light Industrial (LI), Light Industrial – Open (LI-O), Heavy Industrial (HI), and Heavy Industrial – Open (HI-O) zones.
- The term and definition of Marijuana Establishment have been added to maintain consistency with the Act. A Marijuana Establishment is any of the following: Marijuana Dispensary, Marijuana Off-Site Cultivation Location, Marijuana Off-site Manufacturing Location, or Marijuana Testing Facility.
- The existing provisions have been modified to include a Concept Plan Review prior to the submittal of a Building Permit or Business License application or prior to a structure's occupancy for a Marijuana Establishment.

In addition to the above modifications, several of the existing provisions are proposed to be deleted since they are regulated and verified by the Arizona Department of Health Services as part of the department's review and certification of Marijuana Establishments and marijuana facility agents. Also, the provisions have been updated, requiring a dimensioned plan drawn by a surveyor and an affidavit signed by the applicant attesting that the lot or parcel proposed to contain the Marijuana Establishment meets the separation requirements specified in subsection F. of Section 10-40.60.220 (Exhibit A to the Resolution No. 2021- ###). Furthermore, several provisions have been modified for simplification purposes.

Zoning Code Text Amendment Criteria:
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 City Council's direction to update the Zoning Code to conform with the Act and to maintain consistency and conformance with the Regional Plan's (General Plan) goals and policies. Therefore, the modifications would allow for Marijuana Establishments to cultivate, manufacture, sell, and store marijuana products. The proposed provisions address multiple goals and policies of the Regional Plan. Staff's narrative and comprehensive Regional Plan Conformance Analysis are included as Attachment #1. A summary of the goals and policies that the proposed Zoning Code Text Amendment is consistent and conforms with include:

- Providing submittal and locational requirements that are transparent and minimize duplication with the State of Arizona's requirements to be a certified Marijuana Establishment that is allowed to cultivate, manufacture, sell, and store marijuana products (Regional Plan Goal ED.1.);
- Allowing the Marijuana Establishment land uses (Marijuana Dispensary, Marijuana Off-Site Cultivation Location, Marijuana Off-site Manufacturing Location, and Marijuana Testing Facility) in several commercial and industrial zones that will permit new and existing marijuana-based businesses to be retained, expanded, and located in Flagstaff, as well as providing for scientific testing of marijuana products (Regional Plan Goal ED.3., and Policies CC.5.1., CC.5.5., ED.3.1., ED.3.5., and ED.4.2.); and,
- Allowing Marijuana Establishments to group related operations (cultivation, manufacturing, sales, and storage of marijuana products) in commercial and industrial zones in a manner that will permit urban agriculture, the utilization of existing transportation facilities, and provide leasing and development opportunities of commercial and industrial property (Policies ED.3.5., ED.4.2, LU.3.5.,

and LU.15.1.).

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. To assist in ensuring that the proposed Marijuana Establishment land uses are not detrimental, minimum separation requirements are established from facilities and locations that contain any of the following uses: daycares, educational, family recreation and entertainment, public libraries and parks, drug or alcohol rehabilitation, and other Marijuana Establishments. In addition, provisions have been incorporated pertaining to the security, disposal of marijuana remnants and by-products, and prohibition of onsite consumption of marijuana products and emissions of dust, fumes, vapors, smoke, or odors into the environment from a Marijuana Establishment

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. As of the date of this report, staff has not had any public comments on the proposed Zoning Code Text Amendment.

Planning and Zoning Commission Work Session:

At the Planning and Zoning Commission Work Session of April 14, 2021, staff reviewed the text amendment application with the Commission. The Commission had a general question regarding the odor regulations to clarify their understanding of the proposed Zoning Code Text Amendment. The existing regulations and proposed Zoning Code Text Amendment maintenance the prohibition of the emittance of odor from a Marijuana Establishment.

The Planning and Zoning Commission reviewed and provided a recommendation of approval at the May 12, 2021, Planning and Zoning Commission meeting.

City Council Work Session:

At the City Council Work Sessions of January 12, 2021, and March 2, 2021, the City Council provided direction to staff to modify the existing medical marijuana Zoning Code provisions to accommodate the Act's associated uses. In addition, the City Council's direction included limiting the sales of marijuana to entities that are certified by the State of Arizona to operate as dual licensees (medical and recreational). The direction also included utilizing the applicable medical marijuana Zoning Code criteria for all marijuana uses that the Act addresses.

Attachments: Res. 2021-26
Exhibit A to the Resolution No. 2021-26
Ord. 2021-13
1. Application Narrative and Regional Plan Analysis
Staff Presentation

RESOLUTION NO. 2021-26

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-21-00056 ZONING CODE TEXT AMENDMENT - 2021: MARIJUANA USES"

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. 2021-13, 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-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses"* 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 15th day of June, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Case No. PZ-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses

Case No. PZ-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses

HOW TO READ THIS DOCUMENT

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

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.30 Common Procedures, Section 10-20.30.050 Concept Plan Review, Subsection B. Applicability., as follows:

Section 10-20.30.050 Concept Plan Review

B. Applicability.

1. All developments requiring site plan review and approval (Section 10-20.40.140);
2. Any change of use that triggers an increase in required parking;
3. A proposed duplex;
4. Structural modifications to an exterior facade that is visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys; ~~**and**~~
5. A proposed single-family residence located on a parcel that is not part of a platted ~~**subdivision.**~~ **subdivision; and**
6. **Any use that requires a Concept Plan in accordance with the regulations of Division 10-40.60: Specific to Uses.**

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., Table 10-40.30.040.B., Medical Marijuana Dispensary, and to add Marijuana Testing Facility, as follows:

Section 10-40.30.040 Commercial Zones

Table 10-40.30.040.B. Commercial Zones – Allowed Uses						
Primary Land Use[1]	**Specific Use Regulations**	**Commercial Zones**				
		SC	**CC**	**HC**	**CS**	**CB**
~~**Medical**~~ Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Marijuana Testing Facility		**P**	**P**	**P**	**P**	--

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.050 Industrial Zones, Subsection B. Industrial Zones – Allowed Uses., Table 10-40.30.050.B., Medical Marijuana Cultivation Location, and to add Marijuana Testing Facility, as follows:

Section 10-40.30.050 Industrial Zones

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Primary Land Use[1]	**Specific Use Regulations**	**Industrial Zones**				
		RD	**LI**	**LI-O**	**HI**	**HI-O**
~~**Medical**~~ Marijuana Off-Site Cultivation Location	**10-40.60.220**	--	P	P[7]	P	P[7]
Marijuana Off-site Manufacturing Location	**10-40.60.220**	**--**	**P**	**P[7]**	**P**	**P[7]**
Marijuana Testing Facility	**10-40.60.220**	**P**	**P**	**P[7]**	--	--

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, Section 10-40.60.220 Medical Marijuana Uses, as follows:

10-40.60.220 ~~Medical~~ Marijuana ~~Uses~~ Facilities

A. ~~General Requirements for Medical Marijuana Uses~~ **Applicability**. The ~~minimum~~ requirements of this section shall apply to all ~~medical marijuana dispensaries and to medical marijuana dispensary off-site cultivation locations~~ **Marijuana Facilities**.

B. Concept Plan Requirement. Prior to the submittal of a Building Permit or Business License application, or prior to the occupancy of a structure, for a Marijuana Facility, the applicant shall complete a Concept Plan in accordance with Section 10-20.30.050 Concept Plan Review.

1. In addition to the requirements of Section 10-20.30.050, the Concept Plan application shall include the following:

~~B. In addition to any other application requirements, an applicant for any medical marijuana dispensary or medical marijuana dispensary off-site cultivation location shall provide the following:~~

~~1.~~ a. A notarized authorization executed by the property owner acknowledging and consenting to the ~~proposed~~ use of the property as a ~~medical marijuana dispensary or a medical marijuana dispensary off-site cultivation location, as applicable~~ **Marijuana Facility**;

~~2.~~ **b.** The ~~legal~~ **name of the Marijuana Facility and the name of the owner(s) of the Marijuana Facility** ~~the name of the medical marijuana dispensary or a medical marijuana dispensary off-site cultivation location~~;

~~3. If the application is for a medical marijuana dispensary off-site cultivation location, the name and location of the medical marijuana dispensary with which it is associated;~~

~~4. The name, address and birth date of each officer and board member of the nonprofit medical marijuana dispensary;~~

~~5.~~ **c.** The name, address, birth date, and valid registry identification card number of each nonprofit medical marijuana dispensary agent **or registered marijuana facility** agent;

~~6. A copy of the operating procedures adopted in compliance with A.R.S. § 36-2804;~~

~~7 A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:~~

~~a. A violent crime as defined in A.R.S. § 13.901.03(B) that was classified as a felony in the jurisdiction where the person was convicted; or~~

~~b. A violation of State or Federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence including any term of probation incarceration or supervised release was completed 10 or more years earlier or an offense involving conduct that would be immune from arrest prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the State of Arizona.~~

~~8. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked;~~

~~9.~~ **d.** A security plan describing details of alarm systems and exterior lighting in compliance with Division 10-50.70, Outdoor Lighting Standards, and including a floor plan showing the location, ~~dimensions~~ **dimensions,** and type of security measures demonstrating that the ~~medical marijuana dispensary or medical marijuana dispensary off-site cultivation location~~ **Marijuana Facility** will be secured, enclosed, and locked as required by law; and

~~10.~~ **e. A scaled survey sealed by a land surveyor registered in the State of Arizona** ~~A scale drawing~~ depicting the property lines **of the lot or parcel that is proposed to contain the Marijuana Facility** and the separations from the nearest ~~property boundary of the parcel containing the medical marijuana dispensary or medical marijuana dispensary off-site cultivation location to the property boundary of the parcel~~ **lot or parcel that contain** ~~containing~~ any **of the** existing uses listed in subsection (~~F~~ **E**) of this section. ~~If any of the uses are located within 50 feet of the minimum separation, the drawing showing actual surveyed separations shall be prepared by a registered land surveyor.~~

~~6.~~ **f. An affidavit signed and notarized by the applicant attesting that the lot or parcel proposed to contain the Marijuana Facility meets the separation requirements from the nearest lot or parcel containing any of the existing uses listed in subsection (E) of this section.**

~~C.~~ B. A ~~medical marijuana dispensary~~ **Marijuana Dispensary** shall have operating hours not earlier than 8:00 a.m. and not later than 7:00 p.m.

~~D.~~ C. A ~~medical marijuana dispensary or medical marijuana dispensary off-site cultivation location~~ **Marijuana Facility** shall:

1. ~~Be~~ **Not be** located in a ~~permanent~~ **temporary** building **or structure (e.g.** ~~and may not be located in a semi-trailer,~~ shipping container, **storage structure, tent, trailer,** ~~or motor vehicle~~ **vehicle, etc. as determined by the Zoning Administrator)**;

~~2. Not have drive through service;~~

~~3.~~ **2.** Not emit dust, fumes, vapors, ~~smoke~~ **smoke,** or odors into the environment;

~~4.~~ **3.** Prohibit consumption of marijuana on the premises, including the parking area associated with the ~~marijuana dispensary or medical marijuana dispensary off-site cultivation location~~ **Marijuana Facility**;

~~5. Not have outdoor seating areas;~~

~~6.~~ **4.** Display a current City of Flagstaff business license ~~applicable to medical marijuana uses~~;

~~7.~~ **5.** Include a secure storage area that can be enclosed and locked as required by law;

~~8. Have a single secure entrance as required by law. Additional fire exits that may be required by applicable Building Code requirements shall be provided with an alarm system to prevent unauthorized exiting; and~~

6. Have a single secure entrance or, if a dual licensee, demonstrate appropriate security measures to deter and prevent the theft of marijuana and to reasonably regulate customer access to the premises, including equipping all entrances and exits with an alarm system;

7. Provide additional exits in accordance with the Building Code or Fire Code; and

~~9.~~ **8.** ~~**Shall dispose**~~ **Dispose** of ~~**medical**~~ marijuana remnants and by-products in accordance with State and local regulations.

D. A Marijuana Dispensary shall not have a drive-through service or an outdoor seating area for dispensary customers. An outdoor seating area for employees shall be designed in a manner that prohibits access and use by dispensary customers.

~~**E. Medical marijuana infusion facilities shall only be permitted within a medical marijuana dispensary or at a medical marijuana off-site cultivation location.**~~

~~**F.**~~ **E.** A ~~**medical marijuana dispensary or medical marijuana dispensary off-site cultivation location**~~ **Marijuana Facility** shall meet the following minimum separations, measured in a straight line from the boundary of the **lot or** parcel containing the ~~**medical marijuana dispensary or medical marijuana dispensary off-site cultivation location**~~ **use** to the property boundary of the **lot or** parcel containing any **of the** existing uses listed below:

1. Two thousand feet from ~~**any other medical marijuana dispensary, medical marijuana dispensary off-site cultivation location, or medical marijuana infusion facility**~~ **another Marijuana Facility**;
2. Five hundred feet from a ~~**licensed**~~ residential substance abuse treatment facility or other residential drug or alcohol rehabilitation facility **licensed by the State of Arizona**;
3. Five hundred feet from a community college, university, or from any public, private, parochial, charter, dramatic, dancing, music learning ~~**center**~~ **center,** or other similar school or educational facility that caters to children;
4. Five hundred feet from a daycare home or daycare center;
5. Five hundred feet from a public library or public park; and
6. Five hundred feet from a facility devoted to family recreation or entertainment.

~~**G. A medical marijuana off-site cultivation location not associated with a medical marijuana dispensary located in Flagstaff is prohibited.**~~

~~**H. Medical marijuana cultivation may occur within a medical marijuana dispensary.**~~

~~**I. Medical Marijuana Qualifying Patient Cultivation Location. A qualifying patient may cultivate at their place of residence within the Flagstaff City limits subject to compliance with A.R.S. § 36-2804.02, i.e., a qualifying patient may not cultivate medical marijuana at their place of residence if there is a medical marijuana dispensary located within 25 miles of the qualifying patient's home.**~~

~~**J. Medical Marijuana Designated Caregiver Cultivation Location.**~~

~~**1. All conditions and restrictions for medical marijuana dispensary off-site cultivation locations apply except that the designated caregiver cultivation location cultivation area is limited to a total of 250 square feet maximum, including any storage areas.**~~

~~**2. A designated caregiver may cultivate at their residence for a single qualifying patient subject to compliance with A.R.S. § 36-2806.01.**~~

~~**3. More than one designated caregiver may co-locate cultivation locations as long as the total cultivation area does not exceed 250 square feet maximum, including storage areas.**~~

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions "M", to modify Medical Marijuana, Medical Marijuana Dispensary, Medical Marijuana Dispensary Cultivation Location and Medical Marijuana Infusion Facility, and incorporate Marijuana Cultivation and Manufacturing Standalone Location, and Marijuana Testing Facility in alphabetical order, as follows:

10-80.20.130 Definitions "M"

~~**Medical Marijuana: All parts of the genus Cannabis whether growing or not, and the seed of such plants that may be administered to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition.**~~

Marijuana: Means Marijuana and Marijuana Concentrate as defined in A.R.S. §36-2850, as amended.

~~**Medical**~~ Marijuana Dispensary: A ~~**nonprofit**~~ medical **or dual licensee (as defined in ARS §36-2850, as amended)** marijuana dispensary ~~**registered and certified pursuant to A.R.S. § 36-2804 that may also include a medical marijuana infusion facility.**~~ **certified by the State of Arizona to sell marijuana and marijuana products to consumers, which may include the cultivation, manufacturing, processing, packaging, or storage of marijuana products as an accessory use to the dispensary.**

~~**Medical Marijuana Dispensary Off-Site Cultivation Location: The one additional location, if any, where marijuana may be cultivated for the use of a medical marijuana dispensary as disclosed pursuant to A.R.S. § 36-2804.**~~

Marijuana Facility(ies) : Means any of following: Marijuana Dispensary, Marijuana Off-Site Cultivation Location, Marijuana Off-site Manufacturing Location, and Marijuana Testing Facility.

~~**Medical Marijuana Infusion Facility: A facility that incorporates medical marijuana by means of cooking, blending, or incorporation into consumable/edible goods.**~~

Marijuana Off-Site Cultivation Location: A location used by an entity certified by the State of Arizona to cultivate, manufacture, package, process, and store marijuana and marijuana products, excluding the sale or transfer of marijuana and marijuana products to consumers.

Marijuana Off-site Manufacturing Location: A location used by an entity certified by the State of Arizona to manufacture, package, process, and store marijuana and marijuana products, excluding the sale or transfer of marijuana and marijuana products to consumers.

Marijuana Testing Facility: Means Marijuana Testing Facility as defined in A.R.S. §36-2850, as amended.

ORDINANCE NO. 2021-13

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-21-00056 ZONING CODE TEXT AMENDMENT - 2021: MARIJUANA USES"; 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 modify the existing medical marijuana regulations and incorporate medical and dual license (medical or recreational) dispensaries and the testing, cultivation, and manufacturing of marijuana products; and

WHEREAS, a citizen review session was held at the Planning Commission work session on April 14, 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 12, 2021, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"Case No. PZ-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses"*, 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. 2021-26.

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-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses", 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. 2021-26 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 15th day of June, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Case No. PZ-21-00056 Zoning Code Text Amendment - 2021: Marijuana Uses

Narrative and Regional Conformance Analysis

Narrative

Approved by the Arizona voters in November 2020, Proposition 207 – Smart and Safe Arizona Act (the "Act") allows for the recreational use and retail sales of marijuana to persons 21 years of age and older. In addition, the Act allows for cities, towns, and counties to enact local zoning regulations pertaining to the Act and the associated sale, cultivation, product manufacturing, and testing of marijuana, provided that the regulations are not more restrictive than the community's provisions for medical marijuana use.

On January 12, 2021, and March 2, 2021, the City Council provided direction to staff to modify the existing medical marijuana Zoning Code provisions to accommodate the Act's associated uses (Marijuana Dispensary, Marijuana Off-Site Cultivation Location, Marijuana Off-site Manufacturing Location, and Marijuana Testing Facility). In addition, the City Council's direction included limiting the sales of marijuana to entities that are certified by the State of Arizona to operate as a medical dispensary or dual license (medical or recreational) dispensary. The direction also included utilizing the applicable medical marijuana Zoning Code criteria for all marijuana uses that the Act addresses.

To accommodate the City Council's direction to allow both the medical marijuana and the Act's uses, the proposed revisions to the Zoning Code incorporate changes to the existing Medical Marijuana provisions that combine the uses in a general manner while utilizing the Act's more inclusive terms and definitions. Therefore, several existing terms and land use are either modified or deleted, and new terms and land uses are added. In addition, the new land uses have been added to several zones. The following is a summary of the modification:

- The Medical Marijuana Dispensary land use has been revised to be called Marijuana Dispensary.
- Medical Marijuana Off-Site Cultivation Location is proposed to be revised to Marijuana Off-Site Cultivation Location.
- A new land use, Marijuana Testing Facility, and its associated definition has been added. This land use is a laboratory that researches and tests marijuana and marijuana products for potency and impurities.
- A new land use, Marijuana Off-site Manufacturing Location, and its associated definition has been added. The proposed definition of the land use allows for the manufacturing, packaging, processing, and storage of marijuana and marijuana products, excluding the sale or transfer of marijuana and marijuana products to consumers.
- A new term and definition of Marijuana Facility has been added. A Marijuana Facility is any of the following: Marijuana Dispensary, Marijuana Off-Site Cultivation Location, Marijuana Off-site Manufacturing Location, or Marijuana Testing Facility.
- The Marijuana Off-site Manufacturing Location and Marijuana Testing Facility land uses are proposed to be allowed in the Light Industrial (LI), Light Industrial – Open (LI-O), Heavy Industrial (HI), and Heavy Industrial – Open (HI-O) zones.
- In addition to the Industrial zones, the Marijuana Testing Facility land use is proposed to be allowed in the Suburban Commercial (SC), Community Commercial (CC), Highway Commercial (HC), Commercial Service (CS), and Research and Development (RD) zones. These facilities are similar to specimen and material testing facilities (e.g., Sonora Quest, LabCorp, etc.).

Regional Plan Conformance

Chapter VIII - Community Character

- Policy CC.5.1. Promote first class arts, research, and educational facilities.
- Policy CC.5.5. Promote and expand scientific research as a key component to the Flagstaff region's character.

The Zoning Code's modifications incorporate the Marijuana Testing Facility land use into several zones to achieve the above-referenced policies. The primary function of these facilities is to research and test for potency and impurities. An essential component of the marijuana use industry is to inform consumers of product information pertaining to what they are purchasing, including safety considerations. Adding this land use to the Zoning Code helps expand the potential businesses that could contribute to Flagstaff's research community and diversification of services, which will also contribute to a new and expanding consumer marijuana industry. Furthermore, the incorporation of the land use allows for local marijuana facilities to have their products tested locally, negating the necessity to ship products for analysis to other testing facilities throughout the state.

Chapter IX - Growth Areas & Land Use

- Policy LU.3.5. Allow and encourage urban agriculture.
- Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.

The modifications to incorporate the marijuana facility land uses and the zones they are permitted allow for locating complementary uses nearby, which will help create embryonic synergies of the industry's varying components. In addition, the cultivation of medical and recreational marijuana within Flagstaff may assist in promoting, expanding, and diversifying the urban agriculture industry in the industrial areas and within dispensaries. Also, the commercial and industrial zones that these uses are allowed are typically nearby transportation facilities that may assist with the shipment of products and promote a new and expanded industry.

Chapter XIV - Economic Development

- Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
- Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
- Policy ED.3.1. Encourage regional economic development partners to continue proactive programs to foster the retention and expansion of existing enterprises and home-based businesses in the community.
- Policy ED.3.5. Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial space, leased space, and property ownership.
- Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

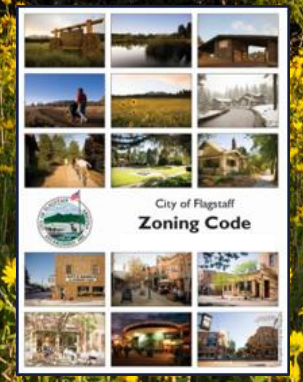
To achieve the above-referenced policies, the Zoning Code's modifications are intended to provide simplified requirements that are transparent and minimize duplication with the State of Arizona's requirements to be certified to cultivate, manufacture, sell, and store marijuana products. In addition, the modification to the existing medical dispensary provisions to allow the sales of recreational marijuana will permit existing businesses to expand. The incorporation of these land uses, and the removal of the current provisions that require cultivation locations to be associated with a Flagstaff dispensary, may also assist in the utilization of existing vacant industrial buildings and expand Flagstaff's exportation of products grown, stored, and manufactured within the city. Furthermore, the land uses expand the diversity of uses allowed within the Zoning Code.

Updates to Zoning Code 2021 – Recreational Marijuana

City's Request to Amend the Zoning Code

Case PZ-21-00056

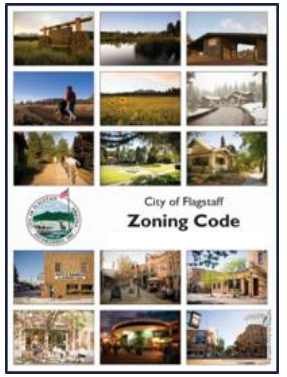
Dan Symer, AICP
Zoning Code Manager



City's Proposed Zoning Code Text Amendment

Purpose:

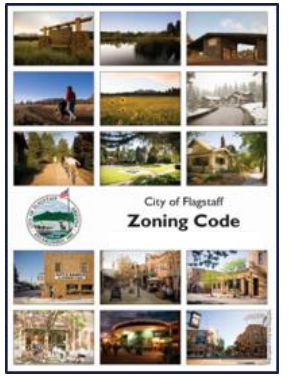
- **Amend the Zoning Code to modify the existing Medical Marijuana land use and application provisions to address Proposition 207 – Smart and Safe Arizona Act (recreational marijuana use) that was approved by the Arizona voters in November 2020**



City's Proposed Zoning Code Text Amendment

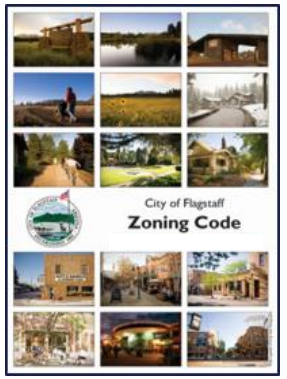
Overview of Proposed Amendment:

- **Land Uses:**
  - **Marijuana Testing Facility**
  - **Marijuana Dispensary**
  - **Marijuana Off-Site Cultivation Location**
  - **Marijuana Off-site Manufacturing Location**



Marijuana Uses Zoning Code Text Amendment

City's Proposed Zoning Code Text Amendment



Overview of Proposed Amendment:

- **Marijuana Testing Facility**
  - **Laboratory that tests marijuana and marijuana products**

- **Allowed in the zones:**
  - **Suburban Commercial (SC)**
  - **Commercial Service (CS),**
  - **Community Commercial (CC)**
  - **Research and Development (RD)**
  - **Highway Commercial (HC)**
  - **Light Industrial (LI)**
  - **Light Industrial – Open (LI-O)**

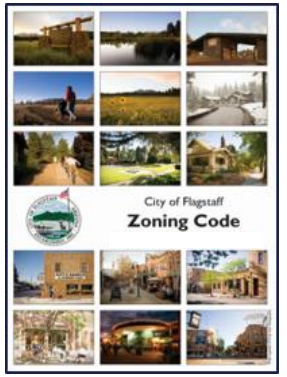
Marijuana Uses Zoning Code Text Amendment

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **Medical Marijuana Dispensary renamed to Marijuana Dispensary**
  - **Medical and dual license (medical or recreational) sales**
  - **Associated accessory uses (cultivation, manufacturing, processing, packaging, or storage of marijuana products**

- **Maintains allowed use in the Highway Commercial (HC) zone**

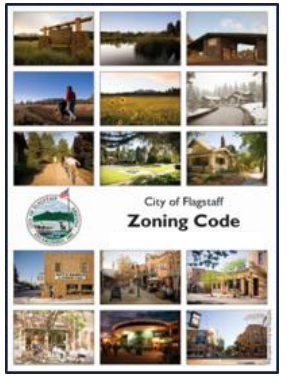


City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **Medical Marijuana Off-Site Cultivation Location renamed to Marijuana Off-Site Cultivation Location**
  - **Allows for the cultivation, manufacturing, packaging, processing, and storage of marijuana and marijuana products**

- **Allowed in the zones:**
  - **Light Industrial (LI)**
  - **Light Industrial – Open (LI-O)**
  - **Heavy Industrial (HI)**
  - **Heavy Industrial – Open (HI-O)**

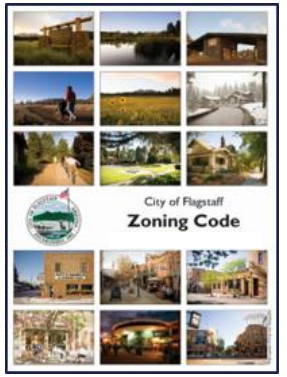


City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

- **Marijuana Off-Site Manufacturing Location**
  - **Allows for the manufacturing, packaging, processing, and storage of marijuana and marijuana products**

- **Allowed in the zones:**
  - **Light Industrial (LI)**
  - **Light Industrial – Open (LI-O)**
  - **Heavy Industrial (HI)**
  - **Heavy Industrial – Open (HI-O)**

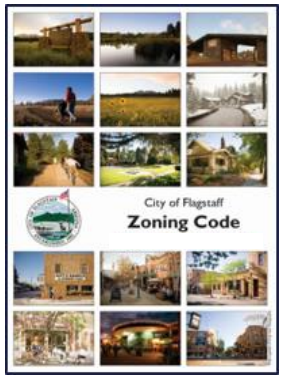


Marijuana Uses Zoning Code Text Amendment

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

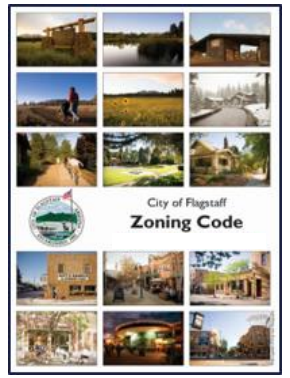
- **Concept Plan submittal requirements have been incorporated**
- **Affidavit requirements have been incorporated**
- **Antiquated definitions deleted**
- **Existing and new definition have been modified for:**
  - **Marijuana Testing Facility**
  - **Marijuana Dispensary**
  - **Marijuana Off-Site Cultivation Location**
  - **Marijuana Off-site Manufacturing Location**



City's Proposed Zoning Code Text Amendment

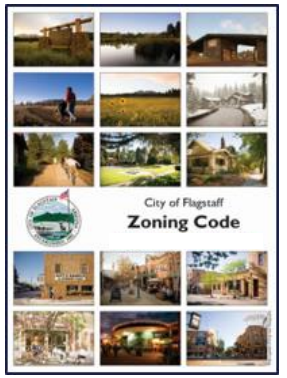
Overview of Proposed Amendment:

- Removed existing requirements that are regulated by the state
- Maintained and clarified several requirements including:
  - Exiting and security plan provisions
  - Drive-thru preclusion
  - Separation provisions:
    - 2000 feet from a treatment facilities
    - 500 feet from:
      - Education facilities
      - Daycare facilities
      - Public libraries and parks
      - Family recreation and entertainment facility



Zoning Code Amendment

- **Required findings to approve the Zoning Code Text Amendment:**
  - **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 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and**
  - **The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

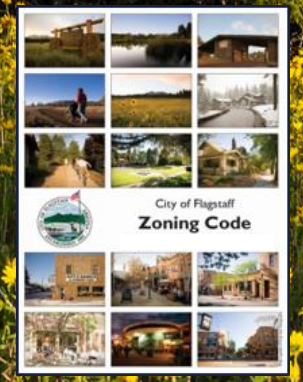


Updates to Zoning Code 2021 – Recreational Marijuana

City's Request to Amend the Zoning Code

Case PZ-21-00056

Dan Symer, AICP
Zoning Code Manager



10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-30: A resolution approving the City of Flagstaff's 2021/2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-30 by title only
2) City Clerk reads Resolution No. 2021-30 (if approved above)
3) Adopt Resolution No. 2021-30

Executive Summary:

This staff summary is for the approval of the 2021/2021 Annual Action Plan to the US Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant Program (CDBG). Council approved the 2021/2022 Annual Action Plan on May 4, 2021, via Resolution 2021-17. Subsequently, on May 13, 2021, HUD issued a notice that 2021 CDBG entitlement awards had been increased by 1.5% of the original allocation or an increase of $8,419. The 2021/2022 Annual Action Plan is now due to be submitted to HUD on June 16, 2021, and is required in order for the City of Flagstaff to maintain its compliance with federal CDBG regulations. Timely submission of these documents will enable the City to continue its annual entitlement allocation of CDBG funding.

The new resolution also now includes language to address any further adjustments to the CDBG allocation of 10% or less. Should the City of Flagstaff receive further notice of an adjustment to the CDBG allocation of less than or equal to 10% of the total allocation, the surplus dollars would be applied equally among all housing activities. Conversely, should the City of Flagstaff's entitlement award decrease, all awarded projects would decrease by an equal percentage.

Financial Impact:

Approval of the above resolution is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. After the 1.5% adjustment, the new 2021/2022 CDBG allocation is $579,786. In addition, the City of Flagstaff is able to include program income and reallocated funds from previous years to increase the funds available for allocation. Total program income and reallocated funds equal $312,406.17 for a grand total of $892,192.17 available for the 2021/2022 program year, through the Annual Action Plan process.

Staff's recommendation is to apply the additional $8,419 in equal percentage ($4,209.50 each) to the two

housing activities funded by Council on May 4: Catholic Charities for Closing the Gap facility acquisition and Housing Solutions of Northern Arizona for the Owner Occupied Housing Rehabilitation program. Utilizing additional funds for only housing activities avoids any concern about violating the HUD required spending caps on administration and public service activities.

Staff is not recommending any of the additional funding be applied to indirect, administration, or planning.

Policy Impact:

The City of Flagstaff Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

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

Priority Based Budgeting

- **High Performing Governance**
  - Encourage public trust through transparency, accessibility & use of the City's public participation policy
  - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow
- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services
- **Inclusive & Engaged Community**
  - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
  - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
  - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community
- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not
- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents
  - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors
- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
  - Actively support attainable & affordable housing through City projects & opportunities with developers
- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
  - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities 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.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms
- **Goal NH.4. All housing is safe and sanitary.**
  - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
  - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
  - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
  - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
  - Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
  - Policy NH.4.7. Enforce compliance with fair housing laws.
- **Goal NH.5. Eliminate homelessness.**
  - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
  - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
  - Policy NH.5.3. Support and expand programs that prevent homelessness.
  - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness.

Has There Been Previous Council Decision on This:

On May 4, 2021, Council approved three resolutions authorizing submission of the 2021-2025 Consolidated Plan, Analysis of Impediments to Fair Housing, and 2021/2022 Annual Action Plan (Resolution 2021-17), all HUD required documents for the 2021 program year. The May 4, 2021, Staff Summary is attached and outlines the original Council-approved allocations incorporated into the 2021/2022 Annual Action Plan.

Options and Alternatives:

A) Approve Resolution No. 2021-30 and authorize the submission of the Annual Action Plan to HUD.
B) Modify Resolution No. 2021-30 and authorize the submission to HUD.
C) Not approve Resolution No. 2021-30 and risk losing future CDBG allocations.

Background/History:

Council approved the 2021/2022 Annual Action Plan on May 4, 2021 with Resolution 2021-17. Subsequently, on May 13, 2021, HUD issued a notice that 2021 CDBG entitlement awards had been increased by 1.5% of the original allocation, or an increase of $8,419. The 2021/2022 Annual Action Plan is now due to be submitted to HUD on June 16, 2021, and is required in order for the City of Flagstaff to maintain its compliance with federal CDBG regulations.

The Annual Action Plan describes how CDBG funds will be used in the coming year and how the annual allocation will be used to meet community needs identified in the Consolidated Plan.

Key Considerations:

Resolution No. 2021-30- Annual Action Plan

The 2021/2022 Annual Action Plan (AAP) identifies how the anticipated 2021 CDBG allocation will address Flagstaff's community needs identified in the 2021-2025 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

On May 13, 2021 HUD issued notification of a 1.5% increase in the 2021 entitlement allocation. Per HUD's guidance, staff is recommending that Council apply the $8,419 in additional funds as outlined below.

Total 2021 Entitlement Award	**$571.367.00**
Additional 1.5% Allocation	***$8,419***
Program Income (PI) and reallocated funds	**$312,406.17**
Total Available Funding for Allocation	**$892,192.17**

Staff's recommendation is that the additional $8,419 be applied in equal percentage to the Housing activities as outlined below. Utilizing additional funds for Housing activities avoids any concern about violating the HUD required spending caps on administration and public service activities. The increased amounts for each Housing activity are $4,209.50/ each.

Below are the updated 2021 funding recommendations for the Housing Category:

Housing Activities	Proposal/Project	Original Allocation	Adjusted Allocation
Catholic Charities of Northern Arizona	Closing the Gap Facility Acquisition	$345,769.84	$349,979.34
Housing Solutions of Northern Arizona	Owner Occupied Housing Rehabilitation (OOHR)	$303,665.83	$307,875.33
Total Housing		**$657,854.67**	

Expanded Financial Considerations:

In addition to the approval of the adjusted allocation amounts, the Resolution states that should the City of Flagstaff receive notice of an adjustment to the CDBG allocation of less than or equal to 10% of the total allocation, the surplus dollars would be applied equally among all housing activities. Should the City of Flagstaff's entitlement decrease, all awarded projects would decrease by an equal percentage.

Community Benefits and Considerations:

Please see the attached May 4, 2021 Staff Summary for more information.

Community Involvement:

Please see the attached May 4, 2021 Staff Summary for more information.

Expanded Options and Alternatives:

A) Approve Resolution No. 2021-30 and authorize the submission of the 2021/2022 Annual Action Plan to HUD.
B) Modify Resolution No. 2021-30.
C) Not approve Resolution No. 2021-30.

Attachments: Res. 2021-30
Draft 2021 AAP
May 4, 2021 Staff Summary

RESOLUTION NO. 2021-30

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2021/2022 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared a 2021/2022 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2021/2022 Annual Action Plan.

ENACTMENTS:

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

SECTION 1. That the submission of 2021/2022 Annual Action Plan be hereby authorized to reflect the following use of the 2021/2022 CDBG funds, and the reallocation of CDBG funds from previous program years:

2021/2022 CDBG Funds Available for Allocation

2021/2022 Entitlement Award		**$579,786.00**
Reallocation from Program Income and Previous Project Years		**$312,406.17**
Prior Year Program Income	*$278,216.00*	
Unspent reallocated funding *19/20 Administration:* *Contract No. 1417C-19*	*$34,190.17*	
Total Available		**$892,192.17**

2021/2022 CDBG FUNDING ALLOCATION

Housing Activities

Catholic Charities	Closing the Gap Facility Purchase	$349,979.34
Housing Solutions of Northern Arizona	Owner Occupied Housing Rehabilitation	$307,875.33

Public Service Activities

Homeless Youth Connection	Empowering Youth for the Future	$30,000.00
Boys and Girls Club	After School and School Break Program	$25,000.00
NACA	Business Incubator	$54,337.50

Administration

Grant Compliance and Administration	$69,949.00
City's Estimated Indirect Rate at 10%	$55,051.00

Total City of Flagstaff PY 2021/2022 CDBG Allocation	**$892,192.17**

SECTION 2. Should the City of Flagstaff receive notice of an adjustment to the CDBG allocation of less than or equal to 10% of the total allocation, the surplus dollars would be applied equally among all housing activities. Should the City of Flagstaff's entitlement decrease, each awarded project would decrease by an equal percentage.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4: That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of June, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ANNUAL ACTION PLAN

Program Year 2021

July 1, 2021 – June 30, 2022

Mayor

Mayor Paul Deasy

Council

Vice-Mayor Becky Daggett
Councilmember Austin Aslan
Councilmember Adam Shimoni
Councilmember Miranda Sweet
Councilmember Regina Salas
Councilmember Jim McCarthy

City Manager

Greg Clifton

Community Development Director

Dan Folke

Housing Director

Sarah Darr

Year 1 of the 2021-2025 Consolidated Plan

ON REQUEST THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATE FORMATS

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Flagstaff Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2021, the first year of the 2021-2025 Consolidated Plan. These allocations fund activities to address goals from the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Neighborhood Revitalization, Economic Opportunities, Public Services, Fair Housing and Citizen Participation.

The amount of CDBG funding received by the City of Flagstaff varies from year-to-year is based on the federal budget. The City expects to receive between $510,000 and $615,000 each year during the next five years. The 2021 Program Year CDBG Entitlement for the City of Flagstaff is $571,367. In addition, the City is utilizing $278,216 in CDBG Program Income and $34,190.17 in de-obligated past years funds in combination with the 2021 Entitlement for a total of $883,773.17 available to allocate.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

As of the date of submission of the Program Year 2021 Annual Action Plan, a portion of CDBG funds from previous program years is currently unspent. However, these funds have been allocated to projects in the corresponding Annual Action Plans and will not be reallocated to different activities. Previous years' funds are not accounted for in this Annual Action Plan.

In Program Years 2019 and 2020 the City of Flagstaff received CDBG-CV funds provided by the CARES (Coronavirus, Aid, Relief and Economic Security) Act. These funds were allocated in the 2019 Annual Action Plan completing two substantial amendments. A portion of the CDBG-CV funds remain unspent yet allocated to projects that prevent, respond to and/or prepare for Coronavirus. These funds will not be reallocated to different activities and are not accounted for in the PY 2021 Annual Action Plan.

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Anticipated Resources

Program	CDBG	Source of Funds	Public-federal
Uses of Funds: Affordable Housing, Public Services, Acquisition, Administration & Planning			
Narrative Description: The City of Flagstaff's 2021 Program Year CDBG allocation total is $571,367. This allocation will be combined with $278,216 in Program Income and $34,190.17 in de-obligated past years funds for a total amount available of $883,773.17.			

Expected Amount Available Year 1				
Annual Allocation: $	**Program Income: $**	**Prior Year Resources: $**	**Total: $**	**Expected Amount Available Remainder of ConPlan: $**
$571,367	$278,216	$39,190.17	$883,773.17	$2,285,468

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will leverage possible additional resources to rehabilitate and/or develop affordable housing for renters or owners, to provide services to vulnerable populations including people experiencing homelessness, people living in poverty, and other people with special needs. When funding has matching requirements, match may be satisfied through local fundraising by nonprofit organizations, State Housing Trust Funds, and City General Funds. $457,551 federal, state, and local funds will leverage 2021 CDBG projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Flagstaff utilizes CDBG funds to improve public facilities and infrastructure in low- and moderate-income neighborhoods, specifically the Sunnyside, Pine Knoll, La Plaza Vieja and Southside target neighborhoods. The City relies on the Council adopted and voter ratified Flagstaff Regional Plan 2030 as well as Neighborhood Specific Plans for La Plaza Vieja and Southside to guide area needs and project allocations for public facilities and infrastructure such as sidewalk improvements, recreation improvements and more. These Neighborhood Specific Plans were developed in partnership with the corresponding neighborhood associations and extensive public involvement.

Discussion

The City of Flagstaff continues to receive periodic Program Income from previous homebuyer assistance and owner occupied housing rehabilitation programs. In PYs 2019 and 2020 the City received an unprecedented amount of Program Income due to the favorable housing market and interest rates in the City of Flagstaff. Those funds will be allocated in this Annual Action Plan. Should the City receive additional Program Income in excess of an amount that could make it difficult for the City to remain timely, a mid-year allocation and amendment to the Annual Action Plan will be considered.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Activity Matrix Code:	Goal Outcome Indicator
1	Housing Rehabilitation	2021	2022	Affordable Housing	Citywide	Affordable Housing	CDBG $303,665.83	14A	Homeowner Housing Rehabilitated: 8 Household/Housing units
2	Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds/Units	2021	2022	Homeless	Citywide	Homelessness	CDBG $345,769.84	14G	Overnight/ Emergency Shelter/ Transitional Housing Beds/Units added: 8 Units
3	Services to Meet Basic Needs	2021	2022	Non-Housing Community Development	Citywide Sunnyside Pine Knoll	Public Services & Economic Opportunities	CDBG $25,000	03T 05A-05T 05Z	Public service activities other than Low-/Moderate-Income Housing Benefit: 50 Persons
4	Workforce Development	2021	2022	Non-Housing Community Development	Citywide	Public Services & Economic Opportunities	CDBG $54,337.50	05H 05Z	Individuals/Businesses assisted: 12 Persons
5	Service and Facility Operating Support, including Outreach Services to Meet Basic Needs	2021	2022	Homeless Non-Homeless Special Needs	Citywide	Homelessness Public Services & Economic Opportunities	CDBG $30,000	05D 05N 03T 05H	Public service activities other than Low-/Moderate-Income Housing Benefit: 70 Persons

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6	Planning & Administration	2021	2022	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Homelessness Affordable Housing Public Services & Economic Opportunities Revitalization, Public Facilities & Infrastructure	CDBG $125,000.000	20 21A 21B 21C 21D 21E	Other: 1

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Housing Rehabilitation aims to preserve existing affordable housing stock and benefit low- and mode City of Flagstaff. Housing Rehabilitation may include: 1) elimination of health and safety hazards in th accessibility and aging in place; 3) financial stabilization of low- and moderate-income households th repair and utility costs; 4) increased building performance through weatherization and performance revitalization of low income neighborhoods; 6) preservation of the entry level housing stock. Projects include rehabilitation of privately owned, single-unit homes and all delivery costs (including service costs) directly related to carrying out housing rehabilitation activities. Funds will be used to provide grants and/or no interest, deferred payment loans to low-income hous systems (heating, hot water, roofing, electrical) to ensure homes are safe and provide a decent and s
2	Goal Name	Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds
	Goal Description	Funds will be used to increase Overnight Emergency Shelter, Transitional and Supportive Housing Be homeless individuals/households. Projects include acquisition, construction, conversion of buildings, or rehabilitation of temporary she the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disa drug offenders, and parolees.

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3	**Goal Name**	**Services to Meet Basic Needs**
	Goal Description	Public service projects may include Pandemic Response, Homeless/AIDS Patients Programs, Senior S Disabilities, Legal Services, Youth Services, Transportation Services, Substance Abuse Services, Servic Employment Training, Crime Awareness/Prevention, Fair Housing Activities, Tenant/Landlord Couns Services, Mental Health Services, Screen for Lead Poisoning, Subsistence Payments, Food Banks, Etc.
4	**Goal Name**	**Workforce Development**
	Goal Description	Assistance for programs providing workforce development including employment/job training and b services carried out as a public service. Activities include skill development programs, vocational programs, apprenticeship programs, paid i assistance for businesses and/or business counseling for individuals.

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5	**Goal Name**	**Service and Facility Operating Support, including Outreach**
	Goal Description	CDBG funds will be used for costs associated with the operation of programs for the homeless or for utilities, maintenance, and insurance.
6	**Goal Name**	**Planning and Administration**
	Goal Description	CDBG funds will be used for expenses related to administering the program, preparing planning docu activities, and other eligible expenses.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The strategies listed in this plan address the first-year allocation of the 2021-2025 Consolidated Plan for the City of Flagstaff in Program Year 2021. The City will be allocating funds to local agencies/ subrecipients to carry out projects and manage funds with City of Flagstaff oversight. Projects align with the priority needs of the community: Revitalization, Public Facilities and Infrastructure, Public Services & Economic Opportunities, Addressing Homelessness, Develop and Preserve existing Affordable Housing**.**

In the 2021 CDBG process, eight external agency proposals were received. When program income and de-obligated funding is included, the 2021 CDBG allocation is $883,773.17. Eight proposals requesting a total of $1,072,773.17 in CDBG funding were received by the February 22, 2021 deadline. One applicant withdrew their application leaving $897,773.17 in total requests. Recommendations were discussed at a public hearing and City Council Work Session on April 13th, 2021. Resolutions approving the allocations and submission of the Annual Action Plan were approved by the City Council at a public hearing and City Council Meeting on April 20th, 2021. The following table identifies approved projects for 2021-2022 Program Year with a budget of $883,773.17.

Projects

#	Project Name
1	Housing Rehabilitation
2	Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds/Units
3	Services to Meet Basic Needs
4	Workforce Development
5	Service & Facility Operating Support
6	Planning and Administration

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For Program Year 2021, the City issued a request for proposals for CDBG eligible activities. Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects. This City of Flagstaff evaluates past and present projects for efficient and effective use of funds in addressing the high priority needs identified in the Consolidated Plan as well as for the impact on low- and moderate-income City residents.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Housing Rehabilitation**
	Target Area	Citywide
	Goals Supported	**Housing Rehabilitation**
	Needs Addressed	**Affordable Housing** **Neighborhood Revitalization, Public Facilities & Infrastructure**
	Funding	**CDBG $303,665.83**
	Description	Housing Rehabilitation aims to preserve existing affordable housing stock and benefit low- and moderate-income homeowners in the City of Flagstaff. Housing Rehabilitation may include: 1) elimination of health and safety hazards in the home; 2) facilitation of ADA accessibility and aging in place; 3) financial stabilization of low- and moderate-income households though the reduction of home repair and utility costs; 4) increased building performance through weatherization and performance enhancing measures; 5) revitalization of low income neighborhoods; 6) preservation of the entry level housing stock.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	A total of 8 Low-and Moderate-income Homeowners will be assisted.
	Location Description	NA
	Planned Activities **Activity Matrix: 14A, 14H** 24 CFR 570.202(a)(1), 24 CFR 570.202(b)(9 or 42 USC 5305(a)(4)	Rehabilitation of privately owned, single-unit homes and all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Funds will be used to provide grants and/or no interest, deferred payment loans to low-income households for repair of critical home systems (e.g., heating, hot water, roofing, electrical) to ensure homes are safe and provide a decent and suitable living environment.
2	**Project Name**	**Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds/Units**
	Target Area	Citywide

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	Goals Supported	**Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds**
	Needs Addressed	**Homelessness** **Public Services & Economic Opportunities**
	Funding	CDBG: $345,769.84
	Description	Acquire 8 supportive housing beds for chronically homeless individuals.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Supportive housing will be provided for 8 chronically homeless individuals.
	Location Description	2480 E Linda Vista Dr, Flagstaff, AZ 86004
	Planned Activities **Activity Matrix: 01, 14G** 24 CFR 570.201(e) or 42 USC 5305(a)(1), 24 CFR 570.202(b)(1) or 42 USC 5305(a)(1)	Funds will be used to purchase a facility (residential home – 1556 sq ft, 3-bedroom, 1.75-bathroom house) in East Flagstaff to serve as a permanent location.
3	**Project Name**	**Services to Meet Basic Needs**
	Target Area	Citywide Sunnyside Pine Knoll
	Goals Supported	**Services to Meet Basic Needs**
	Needs Addressed	**Public Services & Economic Opportunities**
	Funding	CDBG: $25,000
	Description	Fund afterschool and school break childcare scholarships for low-and moderate-income households.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	50 low- and moderate-income households with children, living in public housing or eligible for SNAP and/or free and reduced lunch will receive quality afterschool and school-break childcare.

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	Location Description	Citywide Sites in Sunnyside and Pine Knoll.
	Planned Activities **Activity Matrix: 05L** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	Childcare services Financial Aid and Scholarships for Low- and moderate-income households.
4	**Project Name**	**Workforce Development**
	Target Area	Citywide
	Goals Supported	**Workforce Development**
	Needs Addressed	**Public Services & Economic Opportunities**
	Funding	CDBG: $54,337.50
	Description	Provide free business coaching, technical assistance and mentorship to eligible project participants interested in developing skills in retail sales or to start/operate their own small business microenterprise.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	12 low- and moderate- income business owners assisted.
	Location Description	Citywide
	Planned Activities **Activity Matrix: 05H, 05Z** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	Funds will be used for public service operational costs, including salaries and covering licensing and business start up fees for eligible participants.
5	**Project Name**	**Service & Facility Operating Support**
	Target Area	Citywide
	Goals Supported	Service & Facility Operating Support

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	Needs Addressed	**Homelessness** **Public Services & Economic Opportunities**
	Funding	CDBG: $30,000
	Description	Provide youth experiencing homelessness with basic needs and resources.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	70 homeless youth served with basic needs and resources.
	Location Description	Citywide
	Planned Activities **Activity Matrix: 03T, 05D, 05H, 05N** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2) , 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	Funds will be used for public service operational costs including salary for a FTE Youth Coach who will work to identify needs related to academics, health, housing, hygiene, employment, and independent living skills as well as develop "host homes" for homeless youth.
6	**Project Name**	**Planning and Administration**
	Target Area	Citywide
	Goals Supported	**All**
	Needs Addressed	**Homelessness** **Affordable Housing** **Public Services & Economic Opportunities** **Revitalization, Public Facilities & Infrastructure**

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Funding	CDBG: $125,000
Description	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category.
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	Planning and administration of HUD programs provides a benefit to all residents.
Location Description	Citywide
Planned Activities **Activity Matrix: 20, 21A, 21D, 21H** 24 CFR 570.206 or 24 CFR 570.489(a)(3) + 24 CFR 570.206 or 24 CFR 570.205 + 24 CFR 570.206(i)(2) or 42 USC 5305(a)(13)	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category including City of Flagstaff Indirect.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
- Southside - Census Tract 8, Block Group 1.
- Pine Knoll - Census Tract 8, Block Group 2.
- La Plaza Vieja - Census Tract 11.02, Block Group 3

All projects in the 2021 Annual Action Plan will occur citywide.

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	**3%**
La Plaza Vieja	**0**
Southside	**0**
Pine Knoll	**3%**
Citywide	**100**

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations.

The City's four target areas encompass many of the areas of low-income and minority concentration and have been identified as high priority need in all categories.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. In the 2021 Program Year, 100% of funds will be expended Citywide and 3% will be utilized for public services in Sunnyside and Pine Knoll.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

One Year Goals for the Number of Households to be Supported	
Homeless	8
Non-Homeless	8
Special-Needs	0
Total	16

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	8
Total	16

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 16 households will benefit from PY 2021 CDBG funded projects included in the Annual Action Plan. Rehab of 8 existing units will preserve affordable housing stock and provide critical health, safety and accessibility renovations for LMI households. Public facility acquisition will provide 8 permanent supportive house units for chronically homeless individuals.

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AP-60 Public Housing – 91.220(h)

Introduction

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing Vouchers, 2 Foster Youth Initiative vouchers (with remaining capacity of 23) for homeless youth exiting foster care and 40 Mainstream Vouchers for non-elderly households that contain an adult with a disability.

The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

Actions planned during the next year to address the needs to public housing

In March 2021, the City of Flagstaff released a Request for Statement of Qualifications from firms experienced in the repositioning of Public Housing through the Rental Assistance Demonstration (RAD) program, to partner on the repositioning of its Public Housing through RAD or other repositioning options allowed by U.S. Department of Housing and Urban Development (HUD).

The City owns and manages 265 public housing units, of which 100 units are located in Siler Homes and 127 units are located in Brannen Homes. The remaining 38 units are scattered throughout the City. All properties are a part of HUD's Public Housing program and are currently subject to restrictions set forth in Declarations of Trust. Certain other properties owned by the City may be included in the repositioning and redevelopment process.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's vision is to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: ongoing surveys and formal annual resident input and participation to ensure the public housing environment is appealing and up-to-date; providing maintenance and repair training prior to occupancy; continuing resident education; partnering with the Boys and Girls club and the City Recreation Department to provide free on-site programs; and resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

The City Housing Authority produces a monthly newsletter for public housing residents. Newsletter content includes food and utility assistance, library programming, free tax assistance information, healthcare marketplace information, regular deadlines for rent and recertification submission, public notice regarding policy changes, and countless other resources.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing Vouchers, 2 Foster Youth Initiative vouchers (with remaining capacity of 23) for homeless youth exiting foster care and 40 Mainstream Vouchers for non-elderly households that contain an adult with a disability.

The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

The City of Flagstaff Housing Authority is seeking a development partner through a Request for Statement of Qualifications from firms experienced in the repositioning of Public Housing through the Rental Assistance Demonstration (RAD) program, to partner on the repositioning of its Public Housing through RAD or other repositioning options allowed by HUD.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs in the City of Flagstaff. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care (C of C) members and participants in the Front Door coordinated entry program may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry through the Front Door and the C of C's individual assessment plan (VI-SPDAT) if not already involved.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. ***In the 2020 Point in Time Count 817 men, women and children were experiencing homelessness in Coconino County***. Approximately 801 people remain on income restricted complex waitlists, while 1,250 people were on the waitlist in 2018. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowable under the CDBG program. In the 2021 Program Year, agencies will receive funds to support supportive housing services for chronically homeless individuals as well as basic needs and educational services for homeless and unaccompanied youth. The City and C of C members recognize the critical

nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing, and a 20% employment rate among homeless individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In the 2021 Program Year operational dollars will be granted to Catholic Charities for acquisition of a facility that will provide 8 supportive housing units for chronically homeless individuals with a serious mental illness and substance abuse disorder. Additionally, Homeless Youth Connection will receive operational funds to provide services for homeless and unaccompanied youth.

Community leadership is committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The Front Door is a collaborative project serving as a "front door" to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to "service hop."

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness as well as Foster Youth Initiative Vouchers.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory, process, or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state, and federal government, as well as related industries, such as the real estate, insurance, and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the past decade, the City has taken extensive steps to remove barriers and promote affordable housing development, including the development of an Incentive Policy for Affordable Housing (IPAH), adopted in October 2009 and later integrated into the City zoning code. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning under 150% of the Area Median Income (AMI). The IPAH incentivizes developers that commit to permanently affordable housing units through the reimbursement of development-related fees. The Flagstaff Zoning Code also implements affordable housing incentives through various development standards like density bonuses and reductions to parking and resource protection.

A current zoning code amendment is being processed that would allow for increased regulatory incentives for developers who deliver 100% affordable projects. This amendment is being proposed separately from a revision of the IPAH and related zoning code incentives, primarily to accommodate the tight external timeline requirements of any current and upcoming Low-Income Housing Tax Credit projects in the City. City staff is currently working on a comprehensive update to the existing IPAH document. Interviews with the development community and housing practitioners will help shape new concepts and revisions, along with guidance from a working group made up of members from the City's Housing and Planning and Zoning Commissions. The intent of this update to the incentive policy is to ensure the incentives offered are not only useful and effective, but that they are flexible enough to be applied under varied market conditions.

In the last couple of years, the City has adopted several zoning code amendments that implement policies and recommendations from the High Occupancy Housing Specific Plan, which was adopted in

2018. The intent of the Plan was to identify areas of the city where high density residential projects are encouraged, and what development standards, features, and amenities are desired in those projects. Recent zoning code amendments included an exemption from a use permit requirement for projects that meet certain affordable housing requirements.

Discussion:

The IPAH incentivizes developments that commit to permanently affordable housing units. When a developer takes advantage of the incentives offered under the IPAH, the affordable units are legally committed to the intended population through occupancy, resale and rent restrictions. The 2021 update to the City's incentive policy may include additional provisions for a wider array of affordable commitments rather than exclusively permanent affordability. The update may also consider methods for determining an "in-lieu" payment option to support affordable housing efforts through the city and its partners; if a specific dollar amount is known by a developer, they may prefer budgeting for that specific dollar amount up front, rather than accept the unknown costs associated with constructing and selling/renting affordable units.

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AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has continued to perform HUD-required program monitoring for all sub-recipients.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Actions planned to foster and maintain affordable housing

In December 2020, Flagstaff City Council declared a Housing Emergency via Resolution 2020-66. The Resolution recognizes the need to make housing a leading priority for the City of Flagstaff as an organization and the community overall. It also calls for a number of efforts to be undertaken, among them, the development of a 10-year housing plan (underway), the creation and implementation of a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community and combating "Not in My Backyard" opposition to housing and affordable housing.

The City's growing population will require an increased emphasis on housing choices in the future. The region's housing is influenced by:

- Limited supply of land for development;
- Approximately forty percent (40%) of Flagstaff's households are by definition low- to moderate-income (City FY 2016 - 2020 HUD Consolidated Plan);
- Consistent but modest rate of population growth;
- NAU's total enrollment has grown by 16.2 percent in the last five years (Fall 2013 – Fall 2018); and
- Housing needs for the elderly, multigenerational families and downsizing will increase over the next several decades as the Baby Boom generation moves into the retirement years.

Local growing population sectors include the elderly, students, single-parent households, and nonfamily households. These community members need a variety of housing options within proximity to jobs, schools, and services. NAU students currently make up approximately thirty percent (30 %) percent of the local population, and their continued demand for student housing impacts cost and availability of housing in the region, resulting in a higher demand for multi-family housing, or housing affordable for single-incomes or multiple low incomes.

An annual survey conducted by a local non-profit, Housing Solutions of Northern Arizona (HSNA), continues to show rising rates and less availability of rental units within City limits. As of May 2019, the data shows 801 people on waiting lists at income-restricted complexes. Market rate rental averages were measured as follows:

$808 for a room/shared living ..... up 9.5%
$979 for a studio ..... up 7.7%
$1,214 for a one-bedroom ..... up 4%
$1,494 for two-bedroom ..... up 3.7%
$1,819 for a three-bedroom ..... down 2.5%

These actual rents have been well above the HUD Fair Market Rents (FMRs) for several years. The HSNA survey states, "In order to afford an average two-bedroom apartment - without paying more than 30% of income on housing - a household must earn approximately $4,980 monthly, $59,760 annually, or $28.73 hourly (assuming a 40-hr work week and 52 weeks/yr.)." The City is experiencing an immediate need to house hundreds of households at more affordable rates.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident. The City plans to rehabilitate 6 homes during the coming year and will provide lead-based paint hazard information to an estimated 8 applicants for owner occupied housing rehabilitation assistance.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.
2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also fund programs to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

In 2019, City Council added a new chapter to the Flagstaff City Code, creating a Housing Commission. The Housing Commission consists of thirteen citizens, with twelve members appointed by the City Council and one representative from the Flagstaff Housing Authority Board of Commissioners. It serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider Memorandum of Understanding (MOU). The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate

referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

Affordable, accessible, and decent housing is of critical importance to a community's health and viability. The Housing Plan will consolidate existing housing documents and augment with an additional planning effort to create a 10-year plan that seeks to define the housing emergency in Flagstaff and to provide policies and strategies to reduce the emergency. The Housing Plan will help identify needs, create an existing list of affordable housing, identify the affordable housing units underway, engage partners, and compile research on best practices. Altogether, these components will help identify specific policies and educational and advocacy strategies that can be implemented within our community to substantially increase the number of affordable housing units. As the City implements Flagstaff's 2021 Housing Plan, the goal is to substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out:

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.

2. The amount of proceeds from section 108 loan guarantees that funding will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.

3. The amount of surplus funds from urban renewal settlements.

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities.
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

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Appendix - Alternate/Local Data Sources

1	**Data Source Name** Balance of State Count
	List the name of the organization or individual who originated the data set. Arizona Department of Housing
	Provide a brief summary of the data set. Inventory of Sheltered and Unsheltered Individuals
	What was the purpose for developing this data set? Meet HUD requirements for Continuum of Care / HMIS reporting
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Data is collected throughout balance of Arizona, including Coconino County of which Flagstaff is a part
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Point in Time 2020
	What is the status of the data set (complete, in progress, or planned)? Complete
2	**Data Source Name** Public Housing by Program Type
	List the name of the organization or individual who originated the data set. Flagstaff Public Housing Authority
	Provide a brief summary of the data set. Public Housing by Program Type
	What was the purpose for developing this data set? To provide accurate information
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Data covers the entire City of Flagstaff Public Housing
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? As of December 2015

	What is the status of the data set (complete, in progress, or planned)? Complete
3	**Data Source Name** Characteristics of Public Housing Residents 1
	List the name of the organization or individual who originated the data set. Flagstaff Public Housing Authority
	Provide a brief summary of the data set. Characteristics for Public Housing Residents
	What was the purpose for developing this data set? Provide accurate information
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? City of Flagstaff
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? As of December 2020
	What is the status of the data set (complete, in progress, or planned)? Complete
4	**Data Source Name** Race of Public Housing Residents
	List the name of the organization or individual who originated the data set. Flagstaff Housing Authority
	Provide a brief summary of the data set. Race of Public Housing Residents
	What was the purpose for developing this data set? Provide accurate information
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? City of Flagstaff
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Primarily 2011-2015 or 2010 the most recent available Census
	What is the status of the data set (complete, in progress, or planned)? Complete

5	**Data Source Name** Ethnicity of Public Housing Residents
	List the name of the organization or individual who originated the data set. Flagstaff Housing Authority
	Provide a brief summary of the data set. Ethnicity of Public Housing Residents
	What was the purpose for developing this data set? Provide accurate information
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? City of Flagstaff
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? December 2015
	What is the status of the data set (complete, in progress, or planned)? Complete
6	**Data Source Name** Services/Facilities - homeless
	List the name of the organization or individual who originated the data set. City of Flagstaff
	Provide a brief summary of the data set. List of facilities serving people experiencing homelessness by type of facility.
	What was the purpose for developing this data set? Provide information
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Comprehensive for the City of Flagstaff
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Point in time as of December 2020
	What is the status of the data set (complete, in progress, or planned)? Complete

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kristine Pavlik, Housing and Grants Administrator

Date: 03/30/2021

Meeting Date: 04/20/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-15: A resolution approving the City of Flagstaff's 2021/2025 Consolidated Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Adoption of Resolution No. 2021-16: A resolution approving the City of Flagstaff's 2021 Analysis of Impediments to Fair Housing Choice and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Adoption of Resolution No. 2021-17: A resolution approving the City of Flagstaff's 2021/2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-15 by title only
2) City Clerk reads Resolution No. 2021-15 (if approved above)
3) Adopt Resolution No. 2021-15

4) Read Resolution No. 2021-16 by title only
5) City Clerk reads Resolution No. 2021-16 (if approved above)
6) Adopt Resolution No. 2021-16

7) Read Resolution No. 2021-17 by title only
8) City Clerk reads Resolution No. 2021-17 (if approved above)
9) Adopt Resolution No. 2021-17

Executive Summary:

This staff summary is for the approval of three separate documents required by the US Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant Program (CDBG). The 2021-2025 Consolidated Plan, 2021/2022 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice are due to be submitted to HUD on May 15, 2021 and are required in order for the City of Flagstaff to maintain its compliance with federal CDBG regulations. Timely submission of these documents will enable the City to continue its annual entitlement allocation of CDBG funding.

Resolution No. 2021-15

The PY(Program Year) 2021-2025 Consolidated Plan (Con Plan) is a 5-year strategic plan and

assessment of community needs. This plan will function as a community guiding document to help achieve HUD's primary objective and national objectives.

Resolution No. 2021-16
The Analysis of Impediments to Fair Housing Choice (AI) reviews current information and data available from a number of sources, identifies current impediments to fair housing in the City of Flagstaff, evaluates the efficacy of the 2016 Fair Housing Plan of Action and develops an updated plan that takes appropriate steps to overcome the effects of any impediments identified, efforts by the City further fair housing choice and maintains records reflecting the actions taken.

Resolution No. 2021-17
The PY 2021/2022 Annual Action Plan (AAP) identifies how the anticipated 2021 CDBG allocation will address Flagstaff's community needs identified in the 2021-2025 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

All documents are due to HUD on May 15th, 2021. The City of Flagstaff Housing Section has received notice of its 2021 allocation from the Department of Housing and Urban Development and it is outlined in detail below.

Financial Impact:
Approval of the above resolutions is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. The 2021/2022 CDBG allocation is $571,367, a decrease of $39,928 from the last program year. In addition, the City of Flagstaff is able to include program income and reallocated funds from previous years to increase the funds available for allocation. Total program income and reallocated funds equals $312,406.17 for a grand total of $883,773.17 available for the 2021/2022 program year, through the Annual Action Plan process.

The proposed allocation takes into consideration the City's financial impacts by including the estimated indirect rate of 10% in addition to 10% for administration and planning.

Policy Impact:
The City of Flagstaff Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

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

Priority Based Budgeting

- **High Performing Governance**
  - Encourage public trust through transparency, accessibility & use of the City's public participation policy
  - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow
- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services
- **Inclusive & Engaged Community**

    - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
    - Advance social equity & social justice in Flagstaff by supporting social services
    - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
    - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
    - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community
- **Sustainable, Innovative Infrastructure**
    - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not
- **Robust Resilient Economy**
    - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
    - Enhance understanding between the development community, the City & Flagstaff residents
    - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors
- **Livable Community**
    - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
    - Actively support attainable & affordable housing through City projects & opportunities with developers
- **Environmental Stewardship**
    - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
    - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities 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.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms
- **Goal NH.4. All housing is safe and sanitary.**
    - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
    - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
    - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
    - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
    - Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
    - Policy NH.4.7. Enforce compliance with fair housing laws.
- **Goal NH.5. Eliminate homelessness.**
    - Policy NH.5.1. Provide adequate resources for families with children experiencing

homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.
- Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness.

Has There Been Previous Council Decision on This:

Staff received Council direction on Council CDBG priorities during the December 22nd, 2020 Council meeting which are identified in Policy Impact above and Background/History below.

Options and Alternatives:

A) Approve Resolution Nos. 2021-15, 2021-16 and 2021-17 and authorize the submission of the Con Plan, AI, and the AAP to HUD.
B) Modify one or all Resolution Nos. 2021-15, 2021-16 and 2021-17 and authorize the submission to HUD.
C) Not approve Resolution Nos. 2021-15, 2021-16 and 2021-17 and risk losing future CDBG allocations.

Background/History:

In order to receive CDBG funding, the City must complete and submit to HUD three required documents by May 15, 2021.

1. The Consolidated Plan (Con Plan) (Resolution No. 2021-15) is due to HUD every five years. With Council's approval, the City's Con Plan will provide the framework for the use of Community Development Block Grant (CDBG) funding beginning July 1, 2021 and ending June 30, 2026. The Con Plan was created with extensive community outreach and involvement and includes community identified goals for the next five years.
2. The Analysis of Impediments to Fair Housing Choice (AI) (Resolution No. 2021-16) is an analysis of Flagstaff's fair housing conditions and outlines appropriate actions/goals to overcome any impediments identified while maintaining records reflecting the actions taken to further fair housing choice in Flagstaff. As an entitlement community, the City of Flagstaff must annually certify that it will affirmatively further fair housing.
3. Lastly, the City must complete an Annual Action Plan (AAP) (Resolution No. 2021-17). This plan describes how CDBG funds will be used in the coming year and how the annual allocation will be used to meet community needs identified in the Con Plan.

Every two years, staff requests guidance from Council on CDBG Priorities and the overall CDBG process for the coming two years. On December 22, 2020 Council received an overview of the CDBG program and established four priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

Per the Department of Housing and Urban Development guidance, the City of Flagstaff's CDBG allocation for the 2021/22 Program Year is $571,367. The City also has program income and de-obligated funds available for allocation in the amount of $312,406.17 for a total available of $883,773.17.

During the 2021 CDBG process, the City of Flagstaff Housing Section received 8 external Community Development Block Grant proposals for the 2021 Program Year. One applicant withdrew their application leaving 7 proposals for ranking. The total requested in CDBG funding from all proposals was $897,773.17 with a total of $883,773.17 available to allocate for the 2021/2022 Program Year.

Housing staff are responsible for determining whether a proposed activity is eligible, conducting a risk assessment of the project as well as the applying agency. Federal funds require administrative knowledge and capacity to ensure compliant and timely expenditure of funds. Additionally, a Ranking Committee comprised of three community representatives and three City staff met to review the external proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for staff recommendations forwarded to City Council.

Below is a list of the proposals in ranking order. The proposals are divided between Housing and Public Service categories as HUD requires two separate funding limits and different criteria. A comprehensive Proposal Book that includes each of the below proposals was distributed to Council on March 30, 2021.

Housing Activities	Proposal/ Project	Request	Ranking
Catholic Charities of Northern Arizona	Closing the Gap Facility Acquisition	$300,000.00	153
Housing Solutions of Northern Arizona	Owner Occupied Housing Rehabilitation	$257,896.00	142

Public Service Activities	Proposal/ Project	Request	Ranking
Homeless Youth Connection	Empowering Youth for the Future	$30,000.00	128
Native Americans for Community Action	Small Business Assistance	$54,337.50	142
Boys and Girls Club of Flagstaff	Afterschool and School Break Programs	$50,000.00	110
Tynkertopia	Community Based STEAM Education	$100,000.00	65
Southwest Fair Housing Council	Flagstaff Fair Housing Media Campaign	$14,000.00	56

Key Considerations:

In order to receive CDBG funding, the City must complete a Con Plan every five years. In addition to the 5-year Con Plan, the City must complete an AAP that describes how CDBG funds will be used in the coming year and how the activities will accomplish the goals outlined in the 2021-2025 Con Plan. As part of the 5-year Con Plan and AAP, the City certifies it will affirmatively further fair housing. As part of this certification, the City completes an AI, takes appropriate actions to overcome the effects of any impediments identified through the analysis, and maintains records reflecting the actions taken.

Resolution No 2021-15 - Consolidated Plan (Con Plan)

The creation of the Consolidated Plan is an extensive process involving public and stakeholder input (gathered through surveys, public meetings, and a 45 day public comment period), community needs assessments and a housing market analysis. The data outlined in the Con Plan helps determine the relative priority of activities and the populations that will be served in the coming years with federal funds. HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High (H) priority activities are likely to be funded with CDBG resources during the next five years.
- Low (L) priority activities may be funded as opportunities arise.

- Special Populations are certain clientele that are presumed by HUD to be low/moderate income and are defined as senior citizens, severely disabled adults, persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers.

The table below summarizes the 5 Year Con Plan Goals outlining associated CDBG activities, the priority level and 5-year numeric goals for each. Activities that will be targeted to special populations are also indicated. The table is designed to meet HUD requirements.

5 Year Consolidated Plan Goals			
Activities	**Special Population**	**Priority Level**	**5 Year Goal**
Priority Need: **Neighborhood Revitalization, Public Facilities & Infrastructure**			
Neighborhood Facility and Infrastructure Improvements *Includes Parks/ Playgrounds/ Streets/ Water Sewer Lines/ Energy Efficiency/ Broadband Infrastructure/ Etc.*		High	3,000 people
Public Facilities *Includes Acquisition/ Construction/ Reconstruction/ Rehab/ Installation/ Improvements/ Etc.*	**X**	High	100 people
Acquisition for Affordable Housing Development *Land/ Real Property/ Etc.*		Low	3 units
Priority Need: **Public Services & Economic Opportunities**			
Services to Meet Basic Needs *Includes Childcare/ Senior Services/ Services for Disabled Individuals/ Mental Health/ Etc.*	**X**	High	300 people
Workforce Development *Includes Employment/ Job Training/ Business mentorship/ support/ assistance*	**X**	Low	15 people
Housing Stabilization *Includes Rental Assistance/ Eviction and Foreclosure Prevention/ Legal Services/ Housing Counseling/ Etc.*		High	50 households
Priority Need: **Addressing Homelessness**			

Service and Facility Operating Support *Includes Outreach/ Shelter Managers / Case Managers/ Coordinated Entry/ Etc.*	**X**	High	1,500 people
Increase Shelter Beds/Units *Includes Emergency / Transitional Shelter/* *Permanent Supportive Housing/ Etc.*		High	15 beds/units
Priority Need: **Decent Affordable Housing**			
Housing Rehabilitation *Includes Owner and Renter Housing*	**X**	High	20 housing units
Housing Development *Includes Owner and Renter Housing*		High	3 units
Housing Assistance *Includes Owner and Renter Housing*		High	50 households

Resolution No. 2021-16 - Analysis of Impediments to Fair Housing Choice (AI)

Similar to the Con Plan, the AI is created utilizing substantial community involvement (stakeholder surveys, community member surveys, and a public comment process). The purpose of the AI is to identify legitimate fair housing problems (impediments) faced by people seeking housing in Flagstaff. The AI reviews current information and data available from a number of sources, identifies current impediments to fair housing in the City of Flagstaff, evaluates the efficacy of the 2016 Plan of Action and develops a new Plan of Action to address current impediments.

The City's goals for the 2021 AI include:

1. Increase affordable and accessible housing opportunities to provide for greater Housing Choice among low- and moderate income and/or diabled citizens. Provide community education regarding and incentivize the acceptance of Housing Choice Vouchers for landlords and property management organizations.
2. Create public awareness of fair housing laws and affordable housing advocacy. Promote equal opportunity and prevent unlawful discrimination by providing relevant training, reliable information, and targeted outreach to both Housing sector stakeholders and city residents especially those most at-risk for discrimination.
3. Advocate for local and regional policy changes that increase affordable housing development as well as development outside of minority and low income areas of concentration.

Resolution No. 2021-17 - Annual Action Plan (AAP)

The 2021/2022 Annual Action Plan (AAP) identifies how the anticipated 2021 CDBG allocation will address Flagstaff's community needs identified in the 2021-2025 Consolidated Plan and how funding will be distributed with Flagstaff city limits.

In the 2021 CDBG process, the City of Flagstaff Housing Section received 8 external Community Development Block Grant proposals for the 2021 Program Year. 1 applicant withdrew their application leaving 7 proposals for ranking. The total requested in CDBG funding from all proposals was $897,773.17 with a total of $883,773.17 available to allocate for the 2021/2022 Program Year. Funding recommendations are made after an extensive risk assessment. Funds are allocated starting with the highest scoring proposal, until all funds are accounted for.

Below is the 2020/2021 CDBG funding available for allocation:

Total 2021 Entitlement Award	**$571.367.00**
Program Income (PI) and reallocated funds	**$312,406.17**
Total Available Funding for Allocation	**$883,773.17**

Planning and Administration Funding Recommendation
Federal CDBG regulations do not allow more than 20% of funds to be spent on Planning and Administration activities; estimating program year program income at $60,000, allowable administrative funding for Program Year 21/22 equals $126,273.40.

Below are the 2021 funding recommendations for the Planning and Administration category:

Planning and Adminstration Activities (20% cap.)	
Grant Compliance and Adminstration	$69,949.00
Estimated City Indirect at 10%	$55,051.00
Total Planning and Adminstration	**$125,000.00**

Public Service Funding Recommendation
Federal CDBG regulations do not allow more than 15% of funds to be spent on Public Service Activities; allowable public service funding for the 2021/2022 Program Year is $112,689.29.

Below are the 2021/2022 funding recommendations for the Public Service Category:

Public Service Activities	Proposal/Project	Request	Staff Recommendation	Ranking
Homeless Youth Connection	Empowering Youth for the Future	$30,000.00	$30,000.00	128
Native Americans for Community Action	Small Business Assistance	$54,337.50	$54,337.50	127
Boys and Girls Club of Flagstaff	Afterschool and School Break Programs	$50,000.00	$25,000.00	110
Tynkertopia	Community Based STEAM Education	$100,000.00	$0	65
Southwest Fair Housing Council	Flagstaff Fair Housing Media Campaign	$14,000.00	$0	56

Total Public Service Allocations	$109,337.50

Housing Activity Funding Recommendation

After the above recommended allocations are accounted for, there is $649,435.67 in CDBG funds available for Housing Activities. This is $91,539.67 more than received in proposal requests.

Below are the 2021 funding recommendations for the Housing Category:

Housing Activities	Proposal/Project	Request	Staff Recommendation	Ranking
Catholic Charities of Northern Arizona	Closing the Gap Facility Aquisition	$300,000.00	$345,769.84	153
Housing Solutions of Northern Arizona	Owner Occupied Housing Rehabilitation (OOHR)	$257,896.00	$303,665.83	142
Total Housing			**$649,435.67**	

The chart below details 2021/2022 CDBG funding and allocation recommendations:

2021/2022 CDBG Funding Allocation Recommendations		
Housing and Public Service Activities	**Staff Recommended Funding**	**Individuals/ Households Served**
Catholic Charities Closing the Gap Facility Purchase	$345,769.84	8 chronically homeless/ smi/ individuals in the first year
Housing Solutions of Northern Arizona Owner Occupied Rehabilitation	$303,665.83	8 LMI households
Homeless Youth Connection Empowering Youth for the Future	$30,000.00	70 youth experiencing homelessness
Native Americans for Community Action Small Business Assistance	$54,337.50	12 LMI small business owners
Boys and Girls Club of Flagstaff	$25,000.00	50 LMI households with children

Total Project -Housing & Public Services- Allocation	**$758,773.17**
Total Admin & Planning Allocation	**$125,000.00**
Total City of Flagstaff 2021/2022 CDBG Allocation	**$883,773.17**
Total Individuals/ Households Served PY2021/2022	**58 households 90 individuals**

Expanded Financial Considerations:

The City of Flagstaff's CDBG allocation for the 2021/22 Program Year is $571,367, a decrease of $39,928 from the last program year. In addition, the City of Flagstaff is able to include program income and reallocated funds from previous years to increase the funds available for allocation. Total program income and reallocated funds equals $312,406.17 for a grand total of $883,773.17 available for the 2021/2022 program year, through the Annual Action Plan process.

In order to meet the goals identified in the Con Plan, the City expects to receive between $550,000 to $620,000 in CDBG funding during *each* of the next five years.

The attached Resolution 2021-17 is reflective of the recommendations listed above. The 2021/2022 CDBG recommendations are based on a total of $883,773.17 in available funding and the City of Flagstaff's estimated indirect rate for PY 2021/2022 of 10%.

The Citys 2021/2022 entitlement allocation is $571,367, a decrease of $39,928 from the 2020/2021 Program Year. In addition to the annual allocation, there is $278,216 available from prior year program income and $34,190.17 in reallocated unspent funds for a total of $883,773.17 available to allocate this PY. Program income is gathered through the repayment of loans from the Owner Occupied Housing Rehabilitation and Homebuyer Financial Assistance programs. Reallocated funds derive from de-obligation of funds and/or activities completing their scope of work with a remainder of unspent funding. The amount of program income available is an increase of $229,230 from 2020/2021 due to an uncharacteristically high amount of program income last year. The increase in program income is likely due to favorable housing market conditions and low interest rates leading to many former clients of the above mentioned programs either selling their homes or refinancing their home loans thus making the deferred payment loans due for re-payment to the City of Flagstaff.

Federal CDBG regulations do not allow more than 15% of funds to be spent on public service activities; $112,689.29. Similarily there is also a reglatory 20% limit on the amount of funds to be spent on adminstration and planning activities; $126,273.40. Staff is recommending an allocation of $109,337.50 for public service acitivities and $125,000 for administration as it is safer to budget slightly below the required caps.

Of the $125,000 adminstration allocation, $69,949 will be used for grant compliance and administration and $55,051.00 for the City's estimated indirect rate (estimated at 10%).

Community Benefits and Considerations:

Within the 2016-2020 Consolidated Plan and excluding administration, Flagstaff has leveraged $2,094,651.19 in CDBG expenditures with $7,939,690.71 in other, private, or public funds.

Flagstaff is proud of prior year CDBG accomplishments and continues to utilize viable resources to improve the quality of life in the community. In all, approximately 5,073 unique individuals and an additional 13 households were beneficiaries of CDBG funded services and projects during the 2019/2020 Program Year.

If funded, the above recommendations would serve an additional 90 individuals and 58 households in the 2021/2022 program year. The projects recommended for funding will aid the community by:

- preserving existing housing stock and providing LMI and/or disabled households with critically needed health, safety, and accessability renonvations while also creating the possiblity for future CDBG program income; and
- providing afterschool and school break childcare scholarships to low- and moderate income families; and
- creating 8 premanent supportive housing units for chronically homeless individuals with case managment, substance abuse counseling and other wraparound services; and
- employ a full time youth couch for 70 youth experiencing homeless in the Flagstaff Unified School District, helping them to meet their educational potential; and
- aid 12 individuals in their efforts to start or improve a small business, and enhance and develop their economic self suffciency with an emphasis on serving low- and moderate income, Native American Artisans.

Community Involvement:

All three of the proposed documents involved extensive community involvement and collaboration ranging from public meetings and public comment periods to online surveys and stakeholder focus groups to a ranking focused committee. In 2020 and 2021 all meetings were conducted virtually due to health and safety concerns from the ongoing COVID-19 global pandemic.

Initial Public Outreach – September 1, 2020

- Presentation to the Coconino County Continuum of Care (CoC) asking for CoC member involvement in the CDBG five year strategic planning process.
- Discussion and request for Con Plan input regarding 1) community needs and 2) proposed goals, activities, and objectives.
- Request for responses to online surveys to secure input into community needs and priorities; as well as Fair Housing knowledge and community member fair housing experiences.

Priority Needs Focus Groups – December 2020

- Agencies and organizations represented include NACA, Coconino County, Health Choice Integrated Care, Unsheltered Relatives Task Force, Habitat for Humanity, Northern Arizona Healthcare, Flagstaff City Council, Northern Arizona Veterans Resource Center, and the Salvation Army.
- Presentation to discuss the CDBG five year strategic planning process and 4 identified priority needs.
- Discussion and request for Con Plan input regarding 1) community needs and 2) proposed goals, activities, and objectives.
- Request for responses to online surveys to secure input into community needs and priorities; as well as Fair Housing knowledge and community member fair housing experiences.
- Virtual focus groups were held on Teams and included:?
    - **Revitalization, Public Facilities, and Infrastructure Focus Group**
        - December 7th – 2-3pm
    - **Public Services & Economic Opportunities Focus Group**
        - December 9th – 2-3pm
    - **Addressing Homelessness Focus Group**
        - December 14th – 2-3pm
    - **Decent Affordable Housing Focus Group**
        - December 16th – 2-3pm

Housing Commission Public Meeting - December 17th, 2020

- Presentation to discuss the CDBG five year strategic planning process and 4 identified priority needs.
- Discussion and request for Con Plan input regarding 1) community needs and 2) proposed goals, activities, and objectives.
- Request for responses to online surveys to secure input into community needs and priorities; as well as Fair Housing knowledge and community member fair housing experiences

City Council Work Session – December 22nd, 2020

- Council direction to establish City Council CDBG funding priorites for PY 2021s and 2022.

First Public Meeting – December 28th, 2020

- Display advertisement (January 26th & 27th, 2020 – AZ Daily Sun)
- Meeting to discuss the CDBG proposal process and the Annual Action Plan

Second Public Meeting February 26th, 2021

- Display advertisement (February 19th & 20th, 2021 – AZ Daily Sun)
- Meeting to review the submitted proposals and allowed public comment in preparation for making funding recommendations to City Council.
- Presentation and discussion or proposed 2021-2025 Con Plan identified priority needs and activity goals.

Open Grant Process

- NoFA (Notice of Funding Available) Released -December 28th, 2020
- Proposal dues to the City of Flagstaff February 22nd, 2021
- Proposal Ranking Committee with Citizen Participation and Staff on March 11, 2021

Public Comment Period for Draft documents posted on City of Flagstaff Housing Section Website: Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Annual Action Plan

- **Public Comment accepted March 1 – April 15, 2021**
- Display advertisement (January 26th & 27th, 2021 – AZ Daily Sun)
- Display advertisement (February 19th & 20th, 2021 – AZ Daily Sun)
- Available on City Housing Section webpage begining March 1, 2021

Social Media Promotions

- Fair Housing Online Community Survey and Stakeholder Survey posted weekly on City of Flagstaff Housing Facebook
- Fair Housing Online Community Survey and Stakeholder Survey posted twice each on Flagstaff City Government Main Facebook
- Fair Housing Online Community Survey and Stakeholder Survey shared by City and County Public Officials, Community Leaders and Northern Arizona Association of Relators
- All public meetings and hearings posted 1x on Housing Facebook 2 days prior

Public Hearings

- **City Council Work Session – April 13th, 2021**
  - Presentation and Discussion with City Council regarding 2021-2025 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, 2021/2022 Annual Action Plan – requesting Council input and direction
  - Comments may be submitted by mail or email or citizens could provide public comment at the meeting
- **City Council Meeting – April 20th, 2021**
  - Consideration and Approval of Resolutions Nos. 2021-15, 2021-16 and 2021-17 and

authorizing the submission of the Consolidated Plan, Analysis of Impediments to Further Fair Housing Choice and Annual Action Plan to HUD.

Resolution 2021-15 - Consolidated Plan (Con Plan)

- The Housing Section met with the Coconino County Continuum of Care, which leads efforts to address homelessness for the Rural Continuum of Care managed by the Arizona Department of Housing.
- Two public consultation meetings and four focus groups took place to seek Con Plan input into 1) community needs and 2) proposed goals, activities, and objectives.
- An online survey was conducted to secure input into community needs and priorities; 24 responses were received.
- With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members)

Resolution 2021-16 - Analysis of Impediments to Further Fair Housing (AI)

- During the months of October, November and December 2020, a resident survey was conducted with 84 respondents. In addition, a stakeholder survey was conducted with 45 respondents including housing sector professionals, community leaders, and social service agency staff. Both surveys focused on gathering information to help identify possible fair housing impediments and ways to address them.
- A virtual fair housing training in partnership with Southwest Fair Housing was held on Wednesday September 30th, 2020 regarding COVID-19 and fair housing law.

Resolution 2021-17 - Annual Action Plan (AAP)

- The AAP process had three public meetings, a ranking committee with citizens and city staff, and a public comment period for community involvement.
- With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the first public meeting and placed on the City website with a submission deadline of February 22nd, 2021.

Expanded Options and Alternatives:

A) Approve any or all of the Resolution Nos. 2021-15, 2021-16 and 2021-17 and authorize the submission of the Consolidated Plan, Analysis of Impediments to Further Fair Housing Choice and Annual Action Plan to HUD.
B) Modify any or all of the Resolution Nos. 2021-15, 2021-16 and 2021-17.
C) Not approve any or all of the Resolution Nos. 2021-15, 2021-16 and 2021-17.

Attachments:

2021 CDBG Proposal Book
April 13 CDBG Presentation
Res. 2021-15 - Con Plan
Res. 2021-17 - AAP
Res. 2021-16 - Fair Housing
2021 Con Plan Executive Summary
2021 Fair Housing Analysis Executive Summary
Draft 2021 Con Plan
Draft 2021 Fair Housing Analysis
Draft 2021 AAP

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-21: A resolution of the Flagstaff City Council, designating its Chief Fiscal Officer for officially submitting the fiscal year 2022 expenditure limitation report to the Arizona Auditor General, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-21 by title only
2) City Clerk reads Resolution No. 2021-21 by title only (if approved above)
3) Adopt Resolution No. 2021-21

Executive Summary:

Staff is requesting Council adoption of this resolution to formally designate a Chief Fiscal Officer, per Arizona Revised Statutes, Section 41-1279.07(E). The City is required to annually designate a Chief Fiscal Officer for the City for expenditure limitation reporting.

Financial Impact:

There is no fiscal impact related to adopting this resolution.

Policy Impact:

There is no policy impact related to adopting this resolution. It is intended to follow state statute requirements.

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

None.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Resolution as submitted.
2. Amend the Resolution and designate a different city staff member as the Chief Fiscal Officer

Background/History:

Per Arizona Revised Statutes, Section 41-1279.07(E), the City is required to designate a Chief Fiscal Officer annually for expenditure limitation reporting, as follows: "The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report."

The Flagstaff City Charter Article IV, Section 3 provides for the appointment of a City Treasurer with approval of the Council. The City Treasurer "shall receive and have custody of all the money of the City" and manage it in compliance with applicable laws and ordinances.

The City Treasurer's responsibilities encompass those duties required of a Chief Fiscal Officer, per the law stated above.

On September 15, 2015, Rick Tadder was appointed the City Treasurer by Resolution No. 2015-32.

Therefore, designating Rick Tadder as the Chief Fiscal Officer is appropriate.

Attachments: Res. 2021-21

RESOLUTION NO. 2021-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DESIGNATING ITS CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Flagstaff Mayor and Council desire to designate its City Treasurer, Rick Tadder, as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

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

SECTION 1. In General.

Rick Tadder is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2022 Annual Expenditure Limitation Report to the Arizona Auditor General's Office on the governing body's behalf.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of June, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Brandi Suda, Finance Director

Date: 05/24/2021

Meeting Date: 06/01/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-24: A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-24 by title only
2) City Clerk reads Resolution No. 2021-24 by title only (if approved above)
3) Adopt Resolution No. 2021-24

Executive Summary:

The Flagstaff City Council is required to annually adopt a pension funding policy for its funding of the Public Safety Personnel Retirement System ("PSPRS") on or before July 1 pursuant to a new law, Arizona Revised Statutes Section 38-863.01. The policy will also need to be posted on the City's website and updated annually.

Financial Impact:

Council will be adopting the Fiscal Year 2021-22 budget on June 15, 2021, which includes funding for the public safety pension plans as outlined in the pension funding policy. The FY 2021-22 budget includes pension contributions of $1,069,401 for Fire pension and $980,537 for Police pension.

Policy Impact:

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees, and the sound financial management of the City, and to comply with Arizona Revised Statutes Section 38-863.01.

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

City Council Goals:
Personnel: Attract and retain quality staff: Evaluate ways to pay down unfunded pension liabilities in a quicker manner.

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

Has There Been Previous Council Decision on This:

On June 2, 2020, City Council adopted the PSPRS Pension Funding Policy for FY 2020-21.
During the April 22&23, 2021 Budget Retreat, City Council discussed the pension funding policy.

Options and Alternatives:

- Adopt the Public Safety Personnel Retirement System Funding Policy as presented.
- Adopt the Public Safety Personnel Retirement System Funding Policy with amendments.

Background/History:

The City of Flagstaff has two separate pension plans for the City's public safety staff. While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City and employee group. The two plans for the City are the PSPRS-Fire and the PSPRS-Police. The City and its employees are responsible for the contributions and the City is solely responsible for liabilities of these plans.

The pension funding policy outlines several measures the City is taking to maintaining funding ratios above 100% in our PSPRS plans, including:

- Make the City's annual estimated contribution based on the City budget near the beginning of each fiscal year to allow PSPRS to invest those contributions earlier for enhanced potential investment earnings. This allows the pension system to earn investment income at a higher rate than the City.
- Make City contributions for public safety employees participating in the Deferred Retirement Option Plan (DROP), even though the City is not required to do so. This allows for a stable level of budgeting versus annual changes as employees on DROP increase and decrease. This will provide an additional $155,000 one-time funding in FY 2021-2022.
- Budget and pay the Normal Cost of the pension plans. This is required by the pension plan.
- Maintain these policies until we reach 105% funding status. A funding status over 100% is important as it allows us to be in a better position when there are market and actuarial changes.

During the April Council Budget Retreat, Council approved staff's recommendation for the pension funding policy.

Community Involvement:

Inform: The pension funding policy will inform our community of the policy decisions made by the Council to address the PSPRS unfunded pension liability.

Involve: The community was invited to the annual budget retreats and is able to provide comments.

Attachments: Res. 2021-24
PSPRS Pension Funding Policy

RESOLUTION NO. 2021-24

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

RECITALS:

WHEREAS, beginning on or before July 1, 2019, pursuant to A.R.S. § 38-863.01 the City of Flagstaff shall annually adopt a pension funding policy for its Public Safety Personnel Retirement System ("PSPRS") plans; and

WHEREAS, the City desires to adopt a pension funding policy for the Flagstaff Fire Department and the Flagstaff Police Department pension plans ("PSPRS plans"); and

WHEREAS, the State of Arizona is responsible for investment and management of the PSPRS plans, and administration of pension benefits.

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff hereby adopts the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy, attached hereto ("Pension Funding Policy").

SECTION 2. Delegation of Authority.

The Management Services Director and Finance Director are delegated authority to implement the Pension Policy, to make recommendations for any adjustments and to report on progress in reducing unfunded liability of the PSPRS plans as deemed necessary and appropriate.

The City Clerk is hereby directed to post a copy of the Pension Funding Policy on the City of Flagstaff website pursuant to A.R.S. § 38-863.01.B, and to provide a copy of the Pension Funding Policy to the Police Chief, Fire Chief, and to the local board for each of the PSPRS plans.

SECTION 3. Effective Date.

This resolution shall be effective July 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of June, 2021.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit:
Pension Funding Policy

City of Flagstaff
Public Safety Personnel Retirement System
Pension Funding Policy
As of July 1, 2021

Section 1: Introduction

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City of Flagstaff (City) and to comply with Arizona Revised Statutes Section 38-863.01.

The City of Flagstaff is a member of the Public Safety Personnel Retirement System (PSPRS). The City has two PSPRS pension plans, one for police employees and one for fire employees. Each pension plan has its own funding to pay for current and future pension obligations. The plans represent only the City of Flagstaff's liability. Employee contributions that are used to help pay for the pension plans are managed by the PSPRS.

This policy will demonstrate how the City will meet its financial obligations for funding the police and fire pension plans, explain how and when funding requirements for the plans will be met, and define the funded ratio targets and timelines for reaching the ratio for the plans.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period referred to as the amortization period. The ARC is a percentage of the current payroll.

Normal Cost – That portion of the actuarial present value of benefits for the base costs in the current plan year.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Section 2: Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits. PSPRS provides annual actuarial reports to determine current status of each plan. These are available on the PSPRS website.

Under an agent multiple employer plan each agency participating in the plan has an individual trust fund reflecting each individual plan's assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Flagstaff has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2020 actuarial valuation, which are detailed below.

June 30, 2020 Original Report:

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	$ 36,911,538	$ 88,817,272	$ 51.905,734	41.6%
Flagstaff Fire	$ 38,561,674	$ 96,788,614	$ 58,226,940	39.8%
City of Flagstaff Totals	$ 75,473,212	$ 185,605,886	$ 110,132,674	40.7%

On July 23, 2020, the City completed the financing of Pension Certificates of Participation transaction. The City issued $133 million in obligations to fund our public safety pensions and set up a contingency reserve fund to manage future impacts. Average annual debt service is approximately $8.7 million through May 2040. The Public Safety Personnel Retirement System's actuarial company provided the City with an interim report that demonstrates changes in our plans based on the additional contributions. Below is the updated information.

June 30, 2020 Updated Interim Report:

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	$ 91,527,398	$ 88,817,272	($ 2,710,126)	103.1%
Flagstaff Fire	$ 100,259,324	$ 96,788,614	($ 3,470,710)	103.6%
City of Flagstaff Totals	$ 191,786,722	$ 185,605,886	($ 6,180,836)	103.3%

Section 3: PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and employee intergenerational equity.

At a minimum, the Council will maintain minimum Annual Required Contribution (ARC) for PSPRS for both Flagstaff Police and Flagstaff Fire. Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from ongoing operating revenues.

The City's PSPRS plans are currently funded at 103% based on financing activities in Fiscal Year 2020-21. Future goals will be in place to best assure the plans remain above 100% funded. The following goals are adopted to address potential future impacts and position the City financially for such impacts.

The estimated ARC for FY 2021-22 per actuarial valuation and fully funded goal:

- PSPRS-Police = $845,766 (Normal Cost only), June 30, 2021
- PSPRS-Fire = $867,126 (Normal Cost only), June 30, 2021

Council will take additional fiscal measures to maintain 100% funded pension plans:

- The City will make an annual payment for the City's share of PSRPS contributions in July of each fiscal year. They payment will be based on the Adopted Budget for the City for both plans. During the fiscal year, if the ARC exceeds the prepayment amount, the City will pay additional ARC as required. If at June 30 the prepayment exceeds the actual minimum ARC, the City will leave the overpayment with the pension plan, thus providing excess contributions.
- For public safety employees which are in the Deferred Retirement Option Plan (DROP), the City will budget for and pay the City's share of pension contributions. While the City is not required to make these contributions, this would be a contribution in excess of the ARC.
- The City will calculate the annual contributions based on Normal Cost rate provided in the annual actuarial report.
- The City will maintain these measures until plans reaches 105% funding status.

Council will consider additional payment above the ARC to lower the UAAL:

- No action required as the plans are 103% funded

Council will consider additional resources to assist in maintaining the 100% funding status:

- The Council as adopted a Contingency Reserve Fund policy of the public safety plan. Staff will utilize this plan to provide additional contributions when the plans fall below 100% funding.

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to maintain the goal of 100% funding.

Adopted by Resolution on June 1, 2021

10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Co-Submitter:	Brandi Suda, Finance Director; Heidi Derryberry, Assistant Finance Director
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-27: A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2021-2022.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-27 by title only
2) City Clerk reads Resolution No. 2021-27 by title only (if approved above)
3) Adopt Resolution No. 2021-27

Executive Summary:

Arizona Revised Statutes (Sections 42-17101, 42-17102, and 42-17105) require that each municipality adopt and publish, in a specified format, a tentative budget. The adoption of the tentative budget has the effect of establishing an amount that cannot be exceeded in the final adoption of the budget.

Furthermore, the adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes.

Financial Impact:

The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Policy Impact:

The Fiscal Year 2021-2022 budget is the guiding document for the financial plan of the City.

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

The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Council Goals, Regional Plan and Team Flagstaff Strategic Plans.

Has There Been Previous Council Decision on This:

- December Council Retreat on December 17, 2020
- February Budget Retreat on February 1, 2021
- Council Budget Work Session on April 22, 2021 and April 23, 2021

Options and Alternatives:

The City may delay the tentative budget adoption until no later than the 3rd Monday in July. While the City would be able to continue operations through a Continuing Disclosure resolution, the City would not be able to commit to any expenditures directly related to the Fiscal Year 2021-2022 budget.

Background/History:

The budget is generally presented for tentative adoption in late May or early June to assure funding is appropriated within Key Community Priorities and Objectives at the beginning of the fiscal year.

During the summer of 2020, staff engaged the community to confirm, revise or amend the objectives that help deliver our Key Community Priorities. In November 2020, Council approved the changes to the objectives. These priorities and objectives were used to develop the FY 2021-2022 proposed budget.

At the December 2020 budget retreat, staff presented several topics including budget introduction, fiscal policies, recession plan, revenue updates, pandemic impacts, and priority based budgeting. During the February 2021 budget retreat staff presented and received further direction from Council for the FY 2020-2021 proposed budget based. Topics included priority based budgeting, revenue updates, fixed cost updates, and compensation. During the April 2021 budget work session, staff presented the City Manager's proposed budget and received Council direction on additional items to be included in the budget. After the April budget work session, divisions provided revised year-end estimates and carryover of funding primarily for capital projects.

Key Considerations:

The adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative adoption, final adoption of the budget and property tax levy actions, and related publications must be started over.

The process is prescribed through the Arizona Revised Statutes. The tentative budget must be adopted no later than the 3rd Monday in July. The schedules for Council budget and property tax levy actions are as follows:

- June 1, 2021 - Tentative adoption of the budget by Council
- June 15, 2021 - Proposed budget and property tax levy public hearing
- June 15, 2021 - Final budget adoption (In a Special Meeting)
- June 15, 2021 - First reading of property tax ordinance
- July 6, 2021 - Final reading and adoption of the property tax ordinance

Expanded Financial Considerations:

Funds must be appropriated to allow for expenditures to occur. The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

The City Council adopted an Economic Recession Plan ("Recession Plan") which provides guidance in expenditure reduction measures to ensure we stay within the revenue resources we receive as a result of changes in economic conditions. The City monitors financial revenue data throughout the year.

Community Benefits and Considerations:

The community benefits from an annually adopted budget which then allows the city to provide the necessary services and programs for our citizens.

Community Involvement:

Inform and Involve: The Community has the opportunity to be involved at the public hearing held in conjunction with final adoption. Citizens are welcome to attend Council Budget retreats. The City Manager's recommended budget was discussed during the Council Budget Retreat on April 22 and 23, 2021. Public participation was available.

Upon approval of the Tentative Budget Resolution, Budget legal schedules will be published in the June 3, 2021, and June 10, 2021, Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules will be made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

Attachments: Res. 2021-27
FY 2021-22 Tentative Budget
Presentation

RESOLUTION NO. 2021-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2021-2022

RECITALS:

WHEREAS, in accordance with the provisions of A.RS. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 1, 2021 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 1, 2021, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 15, 2021, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.RS. 42-17051 (A).

ENACTMENTS:

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

SECTION 1. That the accompanying statements and exhibits attached to this Resolution as Schedules A, B, C, D, E, F and G are incorporated herein by this reference, and are hereby adopted as the tentative budget for the City of Flagstaff for the fiscal year 2021-2022.

SECTION 2. That the City Clerk be, and she hereby is, authorized and directed to publish in the manner prescribed by law the estimates of expenditures as set forth in Schedules A, B, C, D, E, F, and G together with a notice that the Council will meet on June 15, 2021, for the purpose of final hearing of taxpayers and for adoption of the 2021-2022 Annual Budget for the City of Flagstaff with the final reading and adoption of the property tax ordinance on the 6th day of July, 2021, at 3:00 p.m.

SECTION 3. Upon the recommendation by the Manager and with the approval of the Council, expenditures may be made from the appropriation for contingencies. The transfers of any sums within any specific appropriation may be made only upon the approval of the Council.

SECTION 4. Money from any fund may be used for any of these appropriations, except money specifically restricted by State Law or by City Ordinance or Resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st of June, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
Schedule B – Tax Levy and Tax Rate Information
Schedule C – Revenues Other Than Property Taxes
Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
Schedule E – Expenditures/Expenses by Fund
Schedule F – Expenditures/Expenses by Division (as applicable)
Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2021-2022

City of Flagstaff

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Fiscal Year 2021-2022

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Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses

Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

Schedule D – Other Financing Sources/(Uses) and Interfund Transfers

Schedule E – Expenditures/Expenses by Fund

Schedule F – Expenditures/Expenses by Division (as applicable)

Schedule G – Full-Time Employees and Personnel Compensation

City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021-2022

The final opportunity for public input on the City of Flagstaff Fiscal Year 2021-2022 budget will occur on June 15, 2021 at the 3:00 PM City Council meeting
In-person audiences have been suspended until further notice - public participation comments can be submitted to publiccomment@flagstaffaz.gov
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

Fiscal Year		Sch	Funds							
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	81,689,749	94,938,326	129,380,836	20,346,181	0	124,333,224	0	450,688,316
2021	Actual Expenditures/Expenses**	E	66,426,429	44,282,505	127,889,303	6,677,919	0	74,642,378	0	319,918,534
2022	Fund Balance/Net Position at July 1***		44,999,542	76,612,872	21,513,913	5,272,387	366,929	64,682,042	0	213,447,685
2022	Primary Property Tax Levy	B	7,038,663	0	0	0		0	0	7,038,663
2022	Secondary Property Tax Levy	B	0	0	7,835,974	0		0	0	7,835,974
2022	Estimated Revenues Other than Property Taxes	C	63,633,187	79,761,142	107,000	2,601,676	14,366	88,282,861	0	234,400,232
2022	Other Financing Sources	D	0	0	0	27,900,000	0	18,000,000	0	45,900,000
2022	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2022	Interfund Transfers In	D	11,781,522	23,146,025	16,586,292	4,218,482	0	5,781,152	0	61,513,473
2022	Interfund Transfers (Out)	D	18,984,720	30,385,247	7,388,402	0	0	4,755,104	0	61,513,473
2022	Reduction for Amounts Not Available									
Less:	Amounts for Future Debt Retirement									0
										0
										0
										0
2022	Total Financial Resources Available		108,468,194	149,134,792	38,654,777	39,992,545	381,295	171,990,951	0	508,622,554
2022	Budgeted Expenditures/Expenses	E	84,806,756	119,155,119	16,586,292	39,992,545	0	128,277,922	0	388,818,634

Expenditure Limitation Comparison	2021	2022
1. Budgeted Expenditures/Expenses	$ 450,688,316	$ 388,818,634
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	450,688,316	388,818,634
4. Less: Estimated Exclusions	282,359,084	191,167,222
5. Amount Subject to the Expenditure Limitation	$ 168,329,232	$ 197,651,412
6. EEC Expenditure Limitation	$ 168,625,388	$ 197,894,236

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent fund balance/net position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2021-2022

	Estimate* FY 2020-2021	Budget FY 2021-2022
Expenditure Limitation [Economic Estimates Commission]		$ 197,894,236
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	$ 7,091,361	$ 7,322,717
2. Amount Received from Primary Property Taxation in FY 2020-2021 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 6,952,496	$ 7,038,663
B. Secondary Property Taxes	7,406,121	7,835,974
C. Total Property Tax Levy Amount	$ 14,358,617	$ 14,874,637
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2020-2021 Levy	$ 6,852,496	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	6,952,496	
B. Secondary Property Taxes:		
(1) FY 2020-2021 Levy	7,406,121	
(2) Total Secondary Property Taxes Collected	7,406,121	
C. Total Property Taxes Collected	$ 14,358,617	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.7510	0.7186
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City Tax Rate	1.5510	1.5186

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the City was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance section.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2020-2021 and 2021-2022
(With Actuals for Fiscal Year 2019-2020)

Source of Revenues	Actual Revenues 2019-2020	Budgeted Revenues 2020-2021	Estimated Revenues 2020-2021	Budgeted Revenues 2021-2022	Change (Bdgt-Bdgt)	% Change
General Fund						
Local Taxes						
City Sales Tax	$ 22,630,096	22,146,670	23,419,000	23,563,400	1,416,730	6.40%
Franchise Tax	2,366,918	2,471,500	2,173,300	2,447,298	(24,202)	(0.98%)
Excise Tax	-	-	-	272,798	272,798	100.00%
Licenses and Permits						
Business Licenses	28,882	30,000	30,000	30,000	-	0.00%
Building Permits	3,327,189	1,702,500	3,024,000	1,868,100	165,600	9.73%
Other Licenses and Permits	1,580,955	1,153,764	1,134,000	996,880	(156,884)	(13.60%)
Intergovernmental						
State Income Tax Sharing	7,649,078	7,486,395	8,244,000	8,285,200	798,805	10.67%
State Shared Sales Tax	9,564,616	10,669,590	10,723,980	9,790,000	(879,590)	(8.24%)
Auto Lieu Tax	3,450,585	3,540,863	3,833,300	3,718,300	177,437	5.01%
Federal Grants	1,752,177	3,744,504	5,517,979	3,269,668	(474,836)	(12.68%)
State/Local Grants	193,280	1,826,978	1,784,615	3,071,419	1,244,441	68.11%
Local Intergovernmental Agreements	1,209,206	1,133,160	1,133,160	1,154,418	21,258	1.88%
Charges for Services						
Community Development	1,060,032	745,500	745,557	745,500	-	0.00%
Parks and Recreation	1,064,804	1,610,870	-	542,870	(1,068,000)	(66.30%)
Public Safety	608,978	741,506	791,506	745,780	4,274	0.58%
Cemetery/General Government	200,253	182,937	182,937	184,741	1,804	0.99%
Fines and Forfeits	1,217,309	1,458,855	838,800	1,145,194	(313,661)	(21.50%)
Rents	1,108,741	1,402,602	1,232,754	1,154,008	(248,594)	(17.72%)
Investment Earnings	573,320	422,751	379,149	372,426	(50,325)	(11.90%)
Miscellaneous	1,183,816	364,009	309,841	275,187	(88,822)	(24.40%)
Total General Fund	60,770,235	62,834,954	65,497,878	63,633,187	798,233	1.27%
Special Revenue Funds						
Housing and Community Services Fund						
Intergovernmental						
Federal Grants	409,731	1,359,953	643,040	2,315,356	955,403	70.25%
State Grants	18,110	900,000	900,000	900,000	-	0.00%
Investment Earnings	16,567	4,000	9,734	4,000	-	0.00%
Miscellaneous	205,835	-	740,951	-	-	0.00%
Total Housing and Comm Svcs Fund	650,243	2,263,953	2,293,725	3,219,356	955,403	42.20%
COVID Relief Fund						
Intergovernmental						
Federal Grants	-	-	-	15,238,257	15,238,257	100.00%
Total COVID Relief Fund	-	-	-	15,238,257	15,238,257	100.00%
Library Fund						
Intergovernmental						
Federal Grants	15,873	55,000	55,000	45,000	(10,000)	(18.18%)
State/Local Grants	25,000	-	-	-	-	0.00%
Library District Taxes	3,721,854	3,738,235	3,738,235	3,836,302	98,067	2.62%
Investment Earnings	61,635	67,158	39,332	39,529	(27,629)	(41.14%)
Miscellaneous	64,273	41,000	922	41,000	-	0.00%
Total Library Fund	3,888,635	3,901,393	3,833,489	3,961,831	60,438	1.55%
Highway User Revenue Fund						
Intergovernmental						
Highway User Tax	8,589,536	8,958,305	8,388,653	8,556,425	(401,880)	(4.49%)
Licenses and Permits	196,180	-	-	-	-	0.00%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2020-2021 and 2021-2022
(With Actuals for Fiscal Year 2019-2020)

Source of Revenues	Actual Revenues 2019-2020	Budgeted Revenues 2020-2021	Estimated Revenues 2020-2021	Budgeted Revenues 2021-2022	Change (Bdgt-Bdgt)	% Change
Highway User Revenue Fund - Continued						
Marijuana Excise Tax	$ -	-	-	80,000	80,000	100.00%
Investment Earnings	84,573	18,000	47,000	40,000	22,000	122.22%
Miscellaneous	85,601	2,336,458	-	1,790,000	(546,458)	(23.39%)
Total Highway User Revenue Fund	8,955,890	11,312,763	8,435,653	10,466,425	(846,338)	(7.48%)
Transportation Fund						
Transportation Tax	27,184,606	26,058,162	27,708,030	28,053,400	1,995,238	7.66%
Intergovernmental						
Federal Grants	-	451,656	-	6,041,624	5,589,968	1,237.66%
State/Local Grants	-	100,000	-	100,000	-	0.00%
Investment Earnings	645,770	174,000	219,315	239,000	65,000	37.36%
Miscellaneous	642,456	-	-	546,458	546,458	100.00%
Total Transportation Fund	28,472,832	26,783,818	27,927,345	34,980,482	8,196,664	30.60%
FUTS Fund						
Investment Earnings	63,961	15,000	16,625	8,000	(7,000)	(46.67%)
Total FUTS Fund	63,961	15,000	16,625	8,000	(7,000)	(46.67%)
Beautification Fund						
BBB Tax	1,699,413	1,865,500	1,587,600	1,756,700	(108,800)	(5.83%)
Intergovernmental						
Federal Grants	-	-	-	50,000	50,000	100.00%
Investment Earnings	114,685	37,000	37,000	38,000	1,000	2.70%
Miscellaneous	2,405	-	-	-	-	0.00%
Total Beautification Fund	1,816,503	1,902,500	1,624,600	1,844,700	(57,800)	(3.04%)
Economic Development Fund						
BBB Tax	807,858	886,113	754,110	834,400	(51,713)	(5.84%)
Investment Earnings	13,684	8,279	7,740	6,437	(1,842)	(22.25%)
Rents	339,480	419,804	302,783	380,686	(39,118)	(9.32%)
Miscellaneous	2,569	-	-	-	-	0.00%
Total Economic Development Fund	1,163,591	1,314,196	1,064,633	1,221,523	(92,673)	(7.05%)
Tourism Fund						
BBB Tax	2,550,938	2,798,250	2,381,400	2,635,000	(163,250)	(5.83%)
Intergovernmental						
Federal Grants	113	-	-	-	-	0.00%
Retail Sales	101,210	119,893	123,360	124,594	4,701	3.92%
Investment Earnings	23,425	4,988	10,166	2,778	(2,210)	(44.31%)
Miscellaneous	30,330	13,774	20,327	16,026	2,252	16.35%
Total Tourism Fund	2,706,016	2,936,905	2,535,253	2,778,398	(158,507)	(5.40%)
Arts and Science Fund						
BBB Tax	636,825	699,563	595,350	658,800	(40,763)	(5.83%)
Investment Earnings	14,828	5,000	5,000	4,000	(1,000)	(20.00%)
Total Arts and Science Fund	651,653	704,563	600,350	662,800	(41,763)	(5.93%)
Recreation - BBB Fund						
BBB Tax	2,805,668	3,078,075	2,619,540	2,898,500	(179,575)	(5.83%)
Investment Earnings	11,683	5,000	5,000	5,000	-	0.00%
Total Recreation - BBB Fund	2,817,351	3,083,075	2,624,540	2,903,500	(179,575)	(5.82%)
Parking District Fund						
Parking	1,130,846	1,254,378	320,094	1,230,850	(23,528)	(1.88%)
Investment Earnings	24,277	23,100	5,000	13,800	(9,300)	(40.26%)

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2020-2021 and 2021-2022
(With Actuals for Fiscal Year 2019-2020)

Source of Revenues	Actual Revenues 2019-2020	Budgeted Revenues 2020-2021	Estimated Revenues 2020-2021	Budgeted Revenues 2021-2022	Change (Bdgt-Bdgt)	% Change
Parking District Fund - Continued						
Miscellaneous	$ 67	-	-	-	-	0.00%
Total Parking District Fund	1,155,190	1,277,478	325,094	1,244,650	(23,528)	(1.84%)
Water Resource and Infrastructure Protection Fund						
Water Resource Protection Fee	-	1,120,000	1,120,000	1,228,220	108,220	9.66%
Investment Earnings	-	-	500	3,000	3,000	100.00%
Total WRIP Fund	-	1,120,000	1,120,500	1,231,220	108,220	9.66%
Total Special Revenue Funds	52,341,865	56,615,644	52,401,807	79,761,142	23,151,798	40.89%
Debt Service Funds						
Secondary Property Tax Fund						
Investment Earnings	42,403	10,000	36,000	36,000	26,000	260.00%
Total Secondary Property Tax Fund	42,403	10,000	36,000	36,000	26,000	260.00%
Pension Debt Service Fund						
Investment Earnings	-	-	-	71,000	71,000	100.00%
Total Pension Debt Service Fund	-	-	-	71,000	71,000	100.00%
Total Debt Service Funds	42,403	10,000	36,000	107,000	97,000	970.00%
Permanent Funds						
Perpetual Care Fund						
Contributions	17,590	9,884	9,884	10,082	198	2.00%
Investment Earnings	5,669	4,242	4,242	4,284	42	0.99%
Total Perpetual Care Fund	23,259	14,126	14,126	14,366	240	1.70%
Total Permanent Funds	23,259	14,126	14,126	14,366	240	1.70%
Capital Project Funds						
Non GO Bonds Projects Fund						
Real Estate Proceeds	-	2,000,000	-	2,000,000	-	0.00%
Investment Earnings	50,379	3,000	6,000	-	(3,000)	(100.00%)
Total Non GO Bonds Projects Fund	50,379	2,003,000	6,000	2,000,000	(3,000)	(0.15%)
GO Bonds Projects Fund						
Intergovernmental						
State Grants	1,000,000	889,000	287,324	601,676	(287,324)	(32.32%)
Investment Earnings	39,524	-	-	-	-	0.00%
Total GO Bonds Projects Fund	1,039,524	889,000	287,324	601,676	(287,324)	(32.32%)
Total Capital Projects Funds	1,089,903	2,892,000	293,324	2,601,676	(290,324)	(10.04%)
Enterprise Funds						
Drinking Water Fund						
Intergovernmental						
Federal Grants	741	-	-	-	-	0.00%
Water Fees	19,248,438	18,985,295	18,915,340	18,939,698	(45,597)	(0.24%)
Investment Earnings	415,533	120,101	126,841	134,424	14,323	11.93%
Rents	10,300	5,150	5,150	5,150	-	0.00%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2020-2021 and 2021-2022
(With Actuals for Fiscal Year 2019-2020)

Source of Revenues	Actual Revenues 2019-2020	Budgeted Revenues 2020-2021	Estimated Revenues 2020-2021	Budgeted Revenues 2021-2022	Change (Bdgt-Bdgt)	% Change
Drinking Water Fund - Continued						
Miscellaneous	$ 22,828	800,000	800,000	-	(800,000)	(100%)
Total Drinking Water Fund	19,697,840	19,910,546	19,847,331	19,079,272	(831,274)	(4.18%)
Wastewater Fund						
Intergovernmental						
Federal Grants	4,452	-	-	-	-	0.00%
Wastewater Fees	11,661,456	12,243,546	11,843,546	11,981,398	(262,148)	(2.14%)
Investment Earnings	298,496	163,311	166,862	202,857	39,546	24.22%
Miscellaneous	169,838	-	-	-	-	0.00%
Total Wastewater Fund	12,134,242	12,406,857	12,010,408	12,184,255	(222,602)	(1.79%)
Reclaimed Water Fund						
Reclaimed Water Fees	1,143,183	1,036,539	1,036,539	1,046,439	9,900	0.96%
Investment Earnings	21,553	7,953	8,793	9,933	1,980	24.90%
Miscellaneous	3,152	-	-	-	-	0.00%
Total Reclaimed Water Fund	1,167,888	1,044,492	1,045,332	1,056,372	11,880	1.14%
Stormwater Fund						
Intergovernmental						
Federal Grants	34,784	659,180	67,068	1,480,630	821,450	124.62%
Stormwater Fees	4,299,109	4,242,341	4,333,301	4,311,858	69,517	1.64%
Investment Earnings	56,852	18,776	3,850	-	(18,776)	(100.00%)
Total Stormwater Fund	4,390,745	4,920,297	4,404,219	5,792,488	872,191	17.73%
Solid Waste Fund						
Solid Waste	11,806,809	12,368,625	12,235,962	13,053,187	684,562	5.53%
Investment Earnings	349,082	449,292	123,660	81,821	(367,471)	(81.79%)
Miscellaneous	2,145	-	(794)	840,000	840,000	100.00%
Total Solid Waste Fund	12,158,036	12,817,917	12,358,828	13,975,008	1,157,091	9.03%
Sustainability and Environmental Management Fund						
Intergovernmental						
Federal Grants	13,079	86,407	86,407	-	(86,407)	(100.00%)
State Grants	7,966	4,077	4,077	-	(4,077)	(100.00%)
Environmental Services	1,023,927	1,041,804	1,205,978	1,213,478	171,674	16.48%
Investment Earnings	9,060	3,177	5,982	5,000	1,823	57.38%
Miscellaneous	2,543	3,041	-	-	(3,041)	(100.00%)
Total Sustainability and Env Mgmt Fund	1,056,575	1,138,506	1,302,444	1,218,478	79,972	7.02%
Airport Fund						
Intergovernmental						
Federal Grants	2,241,386	10,976,082	5,805,150	20,746,132	9,770,050	89.01%
State Grants	32,971	953,726	138,934	1,847,392	893,666	93.70%
Airport	1,266,455	1,634,129	757,380	1,158,025	(476,104)	(29.14%)
Rents	738,124	913,195	498,449	1,407,096	493,901	54.08%
Investment Earnings	42,294	1,500	4,000	7,000	5,500	366.67%
Miscellaneous	418	1,000	1,000	1,000	-	0.00%
Total Airport Fund	4,321,648	14,479,632	7,204,913	25,166,645	10,687,013	73.81%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2020-2021 and 2021-2022
(With Actuals for Fiscal Year 2019-2020)

Source of Revenues	Actual Revenues 2019-2020	Budgeted Revenues 2020-2021	Estimated Revenues 2020-2021	Budgeted Revenues 2021-2022	Change (Bdgt-Bdgt)	% Change
Flagstaff Housing Authority Fund						
Intergovernmental						
Federal Grants	$ 5,202,207	8,532,570	6,317,320	8,140,331	(392,239)	(4.60%)
Rents and Other Tenant Income	1,386,652	1,447,000	1,300,000	1,275,000	(172,000)	(11.89%)
Miscellaneous	833,842	397,698	406,561	395,012	(2,686)	(0.68%)
Total Flagstaff Housing Authority Fund	7,422,701	10,377,268	8,023,881	9,810,343	(566,925)	(5.46%)
Total Enterprise Funds	62,349,675	77,095,515	66,197,356	88,282,861	11,187,346	14.51%
Total Revenues	$ 176,617,340	199,462,239	184,440,491	234,400,232	34,944,293	17.52%

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2021-2022

Fund	Proceeds from Other Financing Sources	Interfund Transfers In	Interfund Transfers Out
General Fund	$ -	11,781,522	18,984,720
Special Revenue Funds			
COVID Relief	-	-	9,066,292
Library	-	1,596,313	-
Highway User Revenue	-	9,549,555	513,000
Transportation	-	6,118,985	13,033,877
Flagstaff Urban Trails System	-	1,000,000	2,648,052
Beautification	-	450,800	499,872
Economic Development	-	686,175	343,757
Tourism	-	670,000	-
Arts and Science	-	169,075	-
Recreation	-	743,750	4,096,439
Housing and Community Services	-	753,000	-
Water Resource and Infrastructure Protection	-	-	183,958
Parking District	-	1,408,372	-
Total Special Revenue Funds	-	23,146,025	30,385,247
Debt Service Funds			
General Obligation Bonds	-	7,388,402	-
Secondary Property Tax	-	-	7,388,402
Pension Debt Service	-	9,197,890	-
Total Debt Service Funds	-	16,586,292	7,388,402
Capital Project Funds			
Non General Obligation Bond Funded Projects	27,900,000	3,718,482	-
General Obligation Bond Funded Projects	-	500,000	-
Total Capital Projects Funds	27,900,000	4,218,482	-
Enterprise Funds			
Drinking Water	-	1,943,387	84,945
Wastewater	-	-	1,798,013
Reclaimed Water	-	-	138,228
Stormwater	18,000,000	-	7,146
Solid Waste	-	-	100,835
Sustainability and Environmental Management	-	1,056,543	-
Airport	-	2,781,222	2,625,937
Total Enterprise Funds	18,000,000	5,781,152	4,755,104
Total All Funds	$ 45,900,000	61,513,473	61,513,473

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Fund/Division	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
General Fund						
General Administration	$ 8,090,790	12,256,688	11,888,073	16,816,843	4,560,155	37.2%
Management Services	6,706,020	4,596,113	4,331,309	5,002,102	405,989	8.8%
Fire	13,734,246	20,263,632	16,659,901	17,488,590	(2,775,042)	(13.7%)
Police	20,030,101	25,655,337	21,668,801	21,887,143	(3,768,194)	(14.7%)
Community Development	5,184,563	6,030,172	5,656,296	4,581,233	(1,448,939)	(24.0%)
Public Works	8,976,374	11,618,249	8,600,821	14,978,665	3,360,416	28.9%
Economic Vitality	140,310	107,265	107,265	202,834	95,569	89.1%
Non-Departmental	(3,078,586)	(365,457)	(3,428,037)	(1,346,977)	(981,520)	268.6%
Engineering and Capital Improvements	-	-	-	1,999,513	1,999,513	100.0%
Contingency	(194,281)	1,527,750	942,000	3,196,810	1,669,060	109.2%
Total General Fund	59,589,537	81,689,749	66,426,429	84,806,756	3,117,007	3.8%
Special Revenue Funds						
Housing and Community Service Fund						
Community Development	753,164	2,886,877	2,005,923	4,971,337	2,084,460	72.2%
Non-Departmental	38,241	48,668	48,668	48,668	-	0.0%
	791,405	2,935,545	2,054,591	5,020,005	2,084,460	71.0%
COVID Relief Fund						
Fire	3,052,399	-	889,748	-	-	100.0%
Police	3,628,410	-	1,044,298	-	-	100.0%
Non-Departmental	-	-	-	6,171,965	6,171,965	100.0%
	6,680,809	-	1,934,046	6,171,965	6,171,965	100.0%
Library Fund						
General Administration	212,985	253,764	253,764	272,459	18,695	7.4%
Management Services	139,996	139,996	139,996	187,931	47,935	34.2%
Public Works	44,483	43,397	43,397	40,058	(3,339)	(7.7%)
Economic Vitality	5,145,679	6,849,779	3,587,815	7,495,180	645,401	9.4%
Non-Departmental	75,872	71,752	71,752	61,878	(9,874)	(13.8%)
Contingency	-	100,000	-	100,000	-	0.0%
	5,619,015	7,458,688	4,096,724	8,157,506	698,818	9.4%
Highway User Revenue Fund						
General Administration	152,508	256,750	256,750	280,797	24,047	9.4%
Management Services	184,020	83,032	83,032	78,002	(5,030)	(6.1%)
Community Development	8,056,810	14,744,813	2,434,135	-	(14,744,813)	(100.0%)
Public Works	7,547,131	15,256,833	8,789,511	12,177,155	(3,079,678)	(20.2%)
Economic Vitality	3,901	2,706	2,706	220	(2,486)	(91.9%)
Non-Departmental	75,170	126,879	126,879	190,920	64,041	50.5%
Engineering and Capital Improvements	-	-	-	9,439,638	9,439,638	100.0%
Contingency	-	100,000	-	100,000	-	0.0%
	16,019,540	30,571,013	11,693,013	22,266,732	(8,304,281)	(27.2%)
Transportation Fund						
General Administration	86,333	72,462	72,462	68,686	(3,776)	(5.2%)
Management Services	255,780	188,863	188,863	132,446	(56,417)	(29.9%)
Community Development	2,701,592	24,756,222	6,211,113	-	(24,756,222)	(100.0%)
Public Works	4,865,973	1,184,126	1,989,807	1,293,477	109,351	9.2%
Economic Vitality	1,395	748	748	86	(662)	(88.5%)
Non-Departmental	11,494,783	10,996,625	8,464,589	9,579,751	(1,416,874)	(12.9%)
Engineering and Capital Improvements	-	-	-	50,918,527	50,918,527	100.0%
	19,405,856	37,199,046	16,927,582	61,992,973	24,793,927	66.7%
FUTS Fund						
General Administration	1,271	-	-	-	-	100.0%
Management Services	11,306	-	-	-	-	100.0%
Community Development	1,758,069	3,042,599	1,162,312	-	(3,042,599)	(100.0%)

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Fund/Division	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
FUTS Fund - Continued						
Economic Vitality	$ 100	-	-	-	-	100.0%
Non-Departmental	431	-	-	-	-	100.0%
	1,771,177	3,042,599	1,162,312	-	(3,042,599)	(100.0%)
Beautification Fund						
Economic Vitality	566,007	4,722,707	669,203	6,127,867	1,405,160	29.8%
Contingency	-	10,000	-	10,000	-	0.0%
	566,007	4,732,707	669,203	6,137,867	1,405,160	29.7%
Economic Development Fund						
Economic Vitality	1,235,142	1,494,089	1,146,818	1,742,551	248,462	16.6%
Contingency	-	45,000	-	45,000	-	0.0%
	1,235,142	1,539,089	1,146,818	1,787,551	248,462	16.1%
Tourism Fund						100.0%
Economic Vitality	2,826,390	3,262,717	2,770,757	3,156,284	(106,433)	(3.3%)
Contingency	-	50,000	-	50,000	-	0.0%
	2,826,390	3,312,717	2,770,757	3,206,284	(106,433)	(3.2%)
Arts and Science Fund						
Economic Vitality	618,991	1,249,998	636,277	1,340,007	90,009	7.2%
Contingency	-	10,000	-	10,000	-	0.0%
	618,991	1,259,998	636,277	1,350,007	90,009	7.1%
Recreation Fund						
Public Works	251,569	7,500	7,500	10,400	2,900	38.7%
	251,569	7,500	7,500	10,400	2,900	38.7%
Parking District Fund						
General Administration	18,070	44,282	44,282	40,596	(3,686)	(8.3%)
Management Services	24,445	6,603	6,603	11,338	4,735	71.7%
Public Works	1,112	567	567	4,063	3,496	616.6%
Economic Vitality	773,919	1,749,484	637,213	2,014,028	264,544	15.1%
Non-Departmental	7,479	10,367	10,367	8,325	(2,042)	(19.7%)
Contingency	-	30,000	-	30,000	-	0.0%
	825,025	1,841,303	699,032	2,108,350	267,047	14.5%
Water Resource & Infrastructure Protection Fund						
Fire	-	1,038,121	484,650	945,479	(92,642)	(8.9%)
	-	1,038,121	484,650	945,479	(92,642)	(8.9%)
Total Special Revenue Funds	56,610,926	94,938,326	44,282,505	119,155,119	24,216,793	25.5%
Debt Service Funds						
General Obligation Bonds Fund						
Non-Departmental	7,014,985	7,378,336	7,309,850	7,388,402	10,066	0.1%
	7,014,985	7,378,336	7,309,850	7,388,402	10,066	0.1%
Pension Debt Service Fund						
Non-Departmental	-	122,002,500	120,579,453	9,197,890	(112,804,610)	(92.5%)
	-	122,002,500	120,579,453	9,197,890	(112,804,610)	(92.5%)
Total Debt Service Funds	7,014,985	129,380,836	127,889,303	16,586,292	(112,794,544)	(87.2%)

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Fund/Division	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
Capital Project Funds						
Non GO Bond Funded Projects Fund						
Non-Departmental	$ 12,247,949	17,845,193	5,530,373	34,303,906	16,458,713	92.2%
	12,247,949	17,845,193	5,530,373	34,303,906	16,458,713	92.2%
GO Bonds Funded Projects Fund						
Non-Departmental	1,440,441	2,500,988	1,147,546	5,688,639	3,187,651	127.5%
	1,440,441	2,500,988	1,147,546	5,688,639	3,187,651	127.5%
Total Capital Project Funds	13,688,390	20,346,181	6,677,919	39,992,545	19,646,364	96.6%
Enterprise Funds						
Drinking Water Fund						
General Administration	253,298	412,028	412,028	395,960	(16,068)	(3.9%)
Management Services	1,154,806	1,031,554	1,031,554	1,102,524	70,970	6.9%
Community Development	-	-	-	50,436	50,436	100.0%
Public Works	69,641	105,173	105,173	149,725	44,552	42.4%
Economic Vitality	9,258	5,640	5,640	543	(5,097)	(90.4%)
Water Services	16,383,019	33,585,725	18,161,449	36,955,509	3,369,784	10.0%
Non-Departmental	165,696	157,666	157,666	148,373	(9,293)	(5.9%)
Contingency	-	1,000,000	-	1,000,000	-	0.0%
	18,035,718	36,297,786	19,873,510	39,803,070	3,505,284	9.7%
Wastewater Fund						
General Administration	246,462	241,162	241,162	232,368	(8,794)	(3.6%)
Management Services	300,710	360,381	360,381	327,001	(33,380)	(9.3%)
Community Development	-	-	-	16,812	16,812	100.0%
Public Works	62,532	19,939	19,939	23,859	3,920	19.7%
Economic Vitality	3,896	2,383	2,383	209	(2,174)	(91.2%)
Water Services	11,150,787	13,658,719	6,207,672	16,580,973	2,922,254	21.4%
Non-Departmental	72,894	65,901	65,901	55,653	(10,248)	(15.6%)
Contingency	-	800,000	-	800,000	-	0.0%
	11,837,281	15,148,485	6,897,438	18,036,875	2,888,390	19.1%
Reclaimed Water Fund						
General Administration	21,696	28,900	28,900	21,139	(7,761)	(26.9%)
Management Services	40,811	32,038	32,038	42,806	10,768	33.6%
Public Works	1,026	-	-	-	-	100.0%
Economic Vitality	499	240	240	20	(220)	(91.7%)
Water Services	390,962	1,904,108	643,599	1,779,601	(124,507)	(6.5%)
Non-Departmental	10,571	8,161	8,161	6,569	(1,592)	(19.5%)
Contingency	-	50,000	-	50,000	-	0.0%
	465,565	2,023,447	712,938	1,900,135	(123,312)	(6.1%)
Stormwater Fund						
General Administration	25,324	54,758	54,758	84,847	30,089	54.9%
Management Services	91,772	88,129	88,129	146,630	58,501	66.4%
Public Works	9,241	108	108	529	421	389.8%
Economic Vitality	701	397	397	37	(360)	(90.7%)
Water Services	4,476,068	23,973,012	17,044,682	10,813,591	(13,159,421)	(54.9%)
Non-Departmental	15,546	13,450	13,450	12,059	(1,391)	(10.3%)
Contingency	-	300,000	-	300,000	-	0.0%
	4,618,652	24,429,854	17,201,524	11,357,693	(13,072,161)	(53.5%)
Solid Waste Fund						
General Administration	282,932	376,772	376,772	400,506	23,734	6.3%
Management Services	564,536	444,427	444,427	449,680	5,253	1.2%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Fund/Division	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
Solid Waste Fund - Continued						
Public Works	$ 10,054,270	16,743,681	12,116,683	17,994,694	1,251,013	7.5%
Economic Vitality	8,475	5,332	5,332	480	(4,852)	(91.0%)
Non-Departmental	163,034	177,790	177,790	187,937	10,147	5.7%
Contingency	2,081	500,000	-	500,000	-	0.0%
	11,075,328	18,248,002	13,121,004	19,533,297	1,285,295	7.0%
Sustainability and Environmental Management Fund						
General Administration	36,224	1,039,860	916,738	1,970,635	930,775	89.5%
Management Services	91,588	82,015	82,015	110,619	28,604	34.9%
Public Works	758,386	174,081	124,081	25,665	(148,416)	(85.3%)
Economic Vitality	831	444	444	39	(405)	(91.2%)
Non-Departmental	20,898	15,465	15,465	11,138	(4,327)	(28.0%)
Contingency	-	30,000	-	30,000	-	0.0%
	907,927	1,341,865	1,138,743	2,148,096	806,231	60.1%
Airport Fund						
General Administration	60,258	109,853	109,853	122,351	12,498	11.4%
Management Services	143,107	116,371	116,371	134,383	18,012	15.5%
Public Works	70,008	76,177	76,177	109,899	33,722	44.3%
Economic Vitality	4,230,019	16,168,180	7,397,866	25,201,385	9,033,205	55.9%
Non-Departmental	27,622	29,338	29,338	38,183	8,845	30.1%
Contingency	-	100,000	-	100,000	-	0.0%
	4,531,014	16,599,919	7,729,605	25,706,201	9,106,282	54.9%
Flagstaff Housing Authority Fund						
Community Development	7,295,935	9,242,616	7,967,616	8,791,305	(451,311)	(4.9%)
Contingency	-	1,001,250	-	1,001,250	-	0.0%
	7,295,935	10,243,866	7,967,616	9,792,555	(451,311)	(4.4%)
Total Enterprise Funds	58,767,420	124,333,224	74,642,378	128,277,922	3,944,698	3.2%
Total All Funds	$ 195,671,258	450,688,316	319,918,534	388,818,634	(61,869,682)	(13.7%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Division/Fund	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses * 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
General Administration						
General Fund	$ 8,090,790	12,256,688	11,888,073	16,816,843	4,560,155	37.2%
Library	212,985	253,764	253,764	272,459	18,695	7.4%
HURF	152,508	256,750	256,750	280,797	24,047	9.4%
Transportation	86,333	72,462	72,462	68,686	(3,776)	(5.2%)
FUTS	1,271	-	-	-	-	100.0%
Parking District	18,070	44,282	44,282	40,596	(3,686)	(8.3%)
Drinking Water	253,298	412,028	412,028	395,960	(16,068)	(3.9%)
Wastewater	246,462	241,162	241,162	232,368	(8,794)	(3.6%)
Reclaimed Water	21,696	28,900	28,900	21,139	(7,761)	(26.9%)
Stormwater	25,324	54,758	54,758	84,847	30,089	54.9%
Solid Waste	282,932	376,772	376,772	400,506	23,734	6.3%
Sustainability and Environmental Mgmt	36,224	1,039,860	916,738	1,970,635	930,775	89.5%
Airport	60,258	109,853	109,853	122,351	12,498	11.4%
	9,488,151	15,147,279	14,655,542	20,707,187	5,559,908	36.7%
Community Development						
General Fund	5,184,563	6,030,172	5,656,296	4,581,233	(1,448,939)	(24.0%)
HURF	8,056,810	14,744,813	2,434,135	-	(14,744,813)	(100.0%)
Transportation	2,701,592	24,756,222	6,211,113	-	(24,756,222)	(100.0%)
FUTS	1,758,069	3,042,599	1,162,312	-	(3,042,599)	(100.0%)
Housing and Community Services	753,164	2,886,877	2,005,923	4,971,337	2,084,460	72.2%
Drinking Water	-	-	-	50,436	50,436	100.0%
Wastewater	-	-	-	16,812	16,812	100.0%
Flagstaff Housing Authority	7,295,935	9,242,616	7,967,616	8,791,305	(451,311)	(4.9%)
	25,750,133	60,703,299	25,437,395	18,411,123	(42,292,176)	(69.7%)
Management Services						
General Fund	6,706,020	4,596,113	4,331,309	5,002,102	405,989	8.8%
Library	139,996	139,996	139,996	187,931	47,935	34.2%
HURF	184,020	83,032	83,032	78,002	(5,030)	(6.1%)
Transportation	255,780	188,863	188,863	132,446	(56,417)	(29.9%)
FUTS	11,306	-	-	-	-	100.0%
Parking District	24,445	6,603	6,603	11,338	4,735	71.7%
Drinking Water	1,154,806	1,031,554	1,031,554	1,102,524	70,970	6.9%
Wastewater	300,710	360,381	360,381	327,001	(33,380)	(9.3%)
Reclaimed Water	40,811	32,038	32,038	42,806	10,768	33.6%
Stormwater	91,772	88,129	88,129	146,630	58,501	66.4%
Solid Waste	564,536	444,427	444,427	449,680	5,253	1.2%
Sustainability and Environmental Mgmt	91,588	82,015	82,015	110,619	28,604	34.9%
Airport	143,107	116,371	116,371	134,383	18,012	15.5%
	9,708,897	7,169,522	6,904,718	7,725,462	555,940	7.8%
Fire						
General Fund	13,734,246	20,263,632	16,659,901	17,488,590	(2,775,042)	(13.7%)
COVID Relief Fund	3,052,399	-	889,748	-	-	100.0%
Water Resource & Infrastructure Fund	-	1,038,121	484,650	945,479	(92,642)	(8.9%)
	16,786,645	21,301,753	18,034,299	18,434,069	(2,867,684)	(13.5%)
Police						
General Fund	20,030,101	25,655,337	21,668,801	21,887,143	(3,768,194)	(14.7%)
COVID Relief Fund	3,628,410	-	1,044,298	-	-	100.0%
	23,658,511	25,655,337	22,713,099	21,887,143	(3,768,194)	(14.7%)
Public Works						
General Fund	8,976,374	11,618,249	8,600,821	14,978,665	3,360,416	28.9%
Library	44,483	43,397	43,397	40,058	(3,339)	(7.7%)
HURF	7,547,131	15,256,833	8,789,511	12,177,155	(3,079,678)	(20.2%)
Transportation	4,865,973	1,184,126	1,989,807	1,293,477	109,351	9.2%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Division/Fund	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses * 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
Public Works - Continued						
Recreation	$ 251,569	7,500	7,500	10,400	2,900	38.7%
Parking District	1,112	567	567	4,063	3,496	616.6%
Drinking Water	69,641	105,173	105,173	149,725	44,552	42.4%
Wastewater	62,532	19,939	19,939	23,859	3,920	19.7%
Reclaimed Water	1,026	-	-	-	-	100.0%
Stormwater	9,241	108	108	529	421	389.8%
Solid Waste	10,054,270	16,743,681	12,116,683	17,994,694	1,251,013	7.5%
Sustainability and Environmental Mgmt	758,386	174,081	124,081	25,665	(148,416)	(85.3%)
Airport	70,008	76,177	76,177	109,899	33,722	44.3%
	32,711,746	45,229,831	31,873,764	46,808,189	1,578,358	3.5%
Economic Vitality						
General Fund	140,310	107,265	107,265	202,834	95,569	89.1%
Library	5,145,679	6,849,779	3,587,815	7,495,180	645,401	9.4%
HURF	3,901	2,706	2,706	220	(2,486)	(91.9%)
Transportation	1,395	748	748	86	(662)	(88.5%)
FUTS	100	-	-	-	-	100.0%
Beautification	566,007	4,722,707	669,203	6,127,867	1,405,160	29.8%
Economic Development	1,235,142	1,494,089	1,146,818	1,742,551	248,462	16.6%
Tourism	2,826,390	3,262,717	2,770,757	3,156,284	(106,433)	(3.3%)
Arts and Science	618,991	1,249,998	636,277	1,340,007	90,009	7.2%
Parking District	773,919	1,749,484	637,213	2,014,028	264,544	15.1%
Drinking Water	9,258	5,640	5,640	543	(5,097)	(90.4%)
Wastewater	3,896	2,383	2,383	209	(2,174)	(91.2%)
Reclaimed Water	499	240	240	20	(220)	(91.7%)
Stormwater	701	397	397	37	(360)	(90.7%)
Solid Waste	8,475	5,332	5,332	480	(4,852)	(91.0%)
Sustainability and Environmental Mgmt	831	444	444	39	(405)	(91.2%)
Airport	4,230,019	16,168,180	7,397,866	25,201,385	9,033,205	55.9%
	15,565,513	35,622,109	16,971,104	47,281,770	11,659,661	32.7%
Water Services						
Drinking Water	16,383,019	33,585,725	18,161,449	36,955,509	3,369,784	10.0%
Wastewater	11,150,787	13,658,719	6,207,672	16,580,973	2,922,254	21.4%
Reclaimed Water	390,962	1,904,108	643,599	1,779,601	(124,507)	(6.5%)
Stormwater	4,476,068	23,973,012	17,044,682	10,813,591	(13,159,421)	(54.9%)
	32,400,836	73,121,564	42,057,402	66,129,674	(6,991,890)	(9.6%)
Non-Departmental						
General Fund	(3,078,586)	(365,457)	(3,428,037)	(1,346,977)	(981,520)	268.6%
COVID Relief Fund	-	-	-	6,171,965	6,171,965	100.0%
Library	75,872	71,752	71,752	61,878	(9,874)	(13.8%)
HURF	75,170	126,879	126,879	190,920	64,041	50.5%
Transportation	11,494,783	10,996,625	8,464,589	9,579,751	(1,416,874)	(12.9%)
FUTS	431	-	-	-	-	100.0%
Housing and Community Services	38,241	48,668	48,668	48,668	-	0.0%
Parking District	7,479	10,367	10,367	8,325	(2,042)	(19.7%)
General Obligation Bonds	7,014,985	7,378,336	7,309,850	7,388,402	10,066	0.1%
Pension Debt Service Fund	-	122,002,500	120,579,453	9,197,890	(112,804,610)	(92.5%)
GO Bond Funded Projects	1,440,441	2,500,988	1,147,546	5,688,639	3,187,651	127.5%
Non GO Bond Funded Projects	12,247,949	17,845,193	5,530,373	34,303,906	16,458,713	92.2%
Drinking Water	165,696	157,666	157,666	148,373	(9,293)	(5.9%)
Wastewater	72,894	65,901	65,901	55,653	(10,248)	(15.6%)
Reclaimed Water	10,571	8,161	8,161	6,569	(1,592)	(19.5%)
Stormwater	15,546	13,450	13,450	12,059	(1,391)	(10.3%)
Solid Waste	163,034	177,790	177,790	187,937	10,147	5.7%
Sustainability and Environmental Mgmt	20,898	15,465	15,465	11,138	(4,327)	(28.0%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2020-2021 and 2021-2022
(With Actual for Fiscal Year 2019-2020)

Division/Fund	Actual Expenditures/ Expenses 2019-2020	Adopted Budgeted Expenditures/ Expenses 2020-2021	Estimated Expenditures/ Expenses * 2020-2021	Proposed Budgeted Expenditures/ Expenses 2021-2022	Change (Budget-Budget)	% Change
Non-Departmental - Continued						
Airport	$ 27,622	29,338	29,338	38,183	8,845	30.1%
	29,793,026	161,083,622	140,329,211	71,753,279	(89,330,343)	(55.5%)
Engineering and Capital Improvements						
General Fund	-	-	-	1,999,513	1,999,513	100.0%
HURF	-	-	-	9,439,638	9,439,638	100.0%
Transportation	-	-	-	50,918,527	50,918,527	100.0%
	-	-	-	62,357,678	62,357,678	100.0%
Reserves/Contingencies						
General Fund	(194,281)	1,527,750	942,000	3,196,810	1,669,060	109.2%
Library	-	100,000	-	100,000	-	0.0%
HURF	-	100,000	-	100,000	-	0.0%
Beautification	-	10,000	-	10,000	-	0.0%
Economic Development	-	45,000	-	45,000	-	0.0%
Tourism	-	50,000	-	50,000	-	0.0%
Arts and Science	-	10,000	-	10,000	-	0.0%
Parking District	-	30,000	-	30,000	-	0.0%
Drinking Water	-	1,000,000	-	1,000,000	-	0.0%
Wastewater	-	800,000	-	800,000	-	0.0%
Reclaimed Water	-	50,000	-	50,000	-	0.0%
Stormwater	-	300,000	-	300,000	-	0.0%
Solid Waste	2,081	500,000	-	500,000	-	0.0%
Sustainability and Environmental Mgmt	-	30,000	-	30,000	-	0.0%
Airport	-	100,000	-	100,000	-	0.0%
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	-	0.0%
	(192,200)	5,654,000	942,000	7,323,060	1,669,060	29.5%
All Funds Total	$ 195,671,258	450,688,316	319,918,534	388,818,634	(61,869,682)	(13.7%)

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2021-2022

Fund	Full-Time Equivalent (FTE) 2021-2022	Employee Salaries and Hourly Costs 2021-2022	Retirement Costs 2021-2022	Healthcare Costs 2021-2022	Other Benefit Costs 2021-2022	Total Estimated Personnel Compensation 2021-2022
General Fund	612.43	$ 39,432,605	$ 4,870,275	$ 5,611,694	$ 3,235,187	$ 53,149,761
Special Revenue Funds						
Housing and Community Services	1.00	58,330	7,239	7,972	5,312	78,853
Library	55.76	2,590,200	285,092	509,851	197,735	3,582,878
HURF	35.27	1,791,177	212,622	323,426	298,879	2,626,104
Beautification	1.70	142,799	17,766	10,670	11,589	182,824
Economic Development	2.75	199,213	24,789	27,826	16,300	268,128
Tourism	17.50	989,515	115,857	162,777	80,349	1,348,498
Arts and Science	0.40	47,471	5,914	4,019	3,915	61,319
Parking District	6.00	253,503	31,341	67,798	23,219	375,861
Water Resource & Infrastructure Protection	10.00	477,849	70,225	200,572	34,173	782,819
Total Special Revenue Funds	130.38	6,550,057	770,845	1,314,911	671,471	9,307,284
Enterprise Funds						
Drinking Water	54.16	3,461,089	415,092	476,308	305,010	4,657,499
Wastewater	16.00	1,330,988	165,178	205,602	122,919	1,824,687
Reclaimed Water	6.00	122,735	15,233	17,764	11,238	166,970
Stormwater	7.00	502,966	62,418	67,937	40,922	674,243
Solid Waste	47.50	2,501,647	310,605	446,492	249,410	3,508,154
Sustainability and Environmental Mgmt	8.00	415,576	51,572	65,812	32,711	565,671
Airport	13.75	877,237	126,741	125,486	44,457	1,173,921
Flagstaff Housing Authority	23.00	1,364,126	169,286	239,214	120,264	1,892,890
Total Enterprise Funds	175.41	10,576,364	1,316,125	1,644,615	926,931	14,464,035
Total All Funds	918.22	$ 56,559,026	$ 6,957,245	$ 8,571,220	$ 4,833,589	$ 76,921,080

City of Flagstaff FY 2021-2022 Budget

June 1, 2021

TEAM FLAGSTAFF

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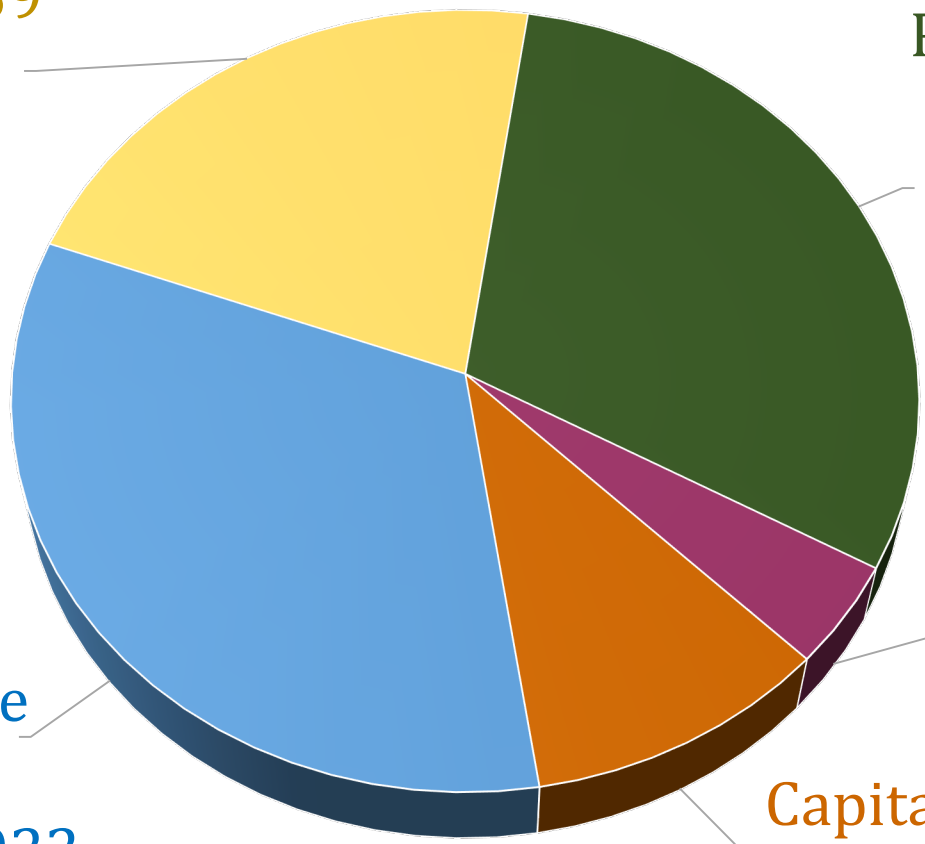
Timeline

- June 1st – Tentative Budget Adoption
  - Sets maximum appropriation
  - Sets in motion legal requirements for final adoption
- June 15th
  - Public hearing for ~~truth in taxation~~, budget and tax levy
  - Final budget adoption
  - First reading of property tax ordinance
- July 6th – second reading and adoption of property tax ordinance

Legal Schedule A

Total
FY 2021-2022
Budget:
$388,818,634

$61.9M (14%) decrease over FY 2020-2021



Highlights

- Compensation and benefits
- Focused on Priority Based Budgeting – Key Community Priorities and Objectives
- Climate Action and Adaptation Plan
- Property tax – flat levy plus new construction
- Federal relief funding
- Public Safety Alternate Response Model

Changes Since April Retreat

- Council Adds - $1,148,070
  - Alternate Response Model operations - $776,000 (plus 2 additional years)
  - Alternate Response Model vehicle - $65,000
  - Broadband grant match funding - $150,000
  - Business One-Stop Shop program - $75,000
  - Criminal Justice Coordinating Council shared position - $44,670
  - Fire paramedic pay (3 additional positions) - $22,400
  - Videography funding increase - $15,000

Changes Since April Retreat

- Capital Carryovers - $83.7M
  - Transportation projects, USGS building, Water Services projects and Fleet purchases
- Operational Carryovers - $14.7M
  - Various studies, software and contracts
- Grant Carryovers - $5.1M
  - CDBG/Home, CARES, COVID

FY 2021-2022 New Climate Action and Adaptation Funding Requests

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Purpose of CAAP integration in the budget process

1. **Provides information** on each PCR's relationship to climate action and equity.
2. Identifies the funding requests with **the greatest potential** to advance strategies in the Climate Action and Adaptation Plan and advance equity.
3. To **assist** the budget team during the Division review process.
4. To **track** the City's investment in climate action.

FY21-22 PCF Climate Action Fields

What CAAP strategy does this IFR help achieve?	**How does this IFR increase community equity?**	Provide **additional information** to support your climate action responses
[Dropdown list of CAAP strategies]	[Dropdown list of equity strategies]	[Open-ended]

FY 21-22 Approved Budget Requests

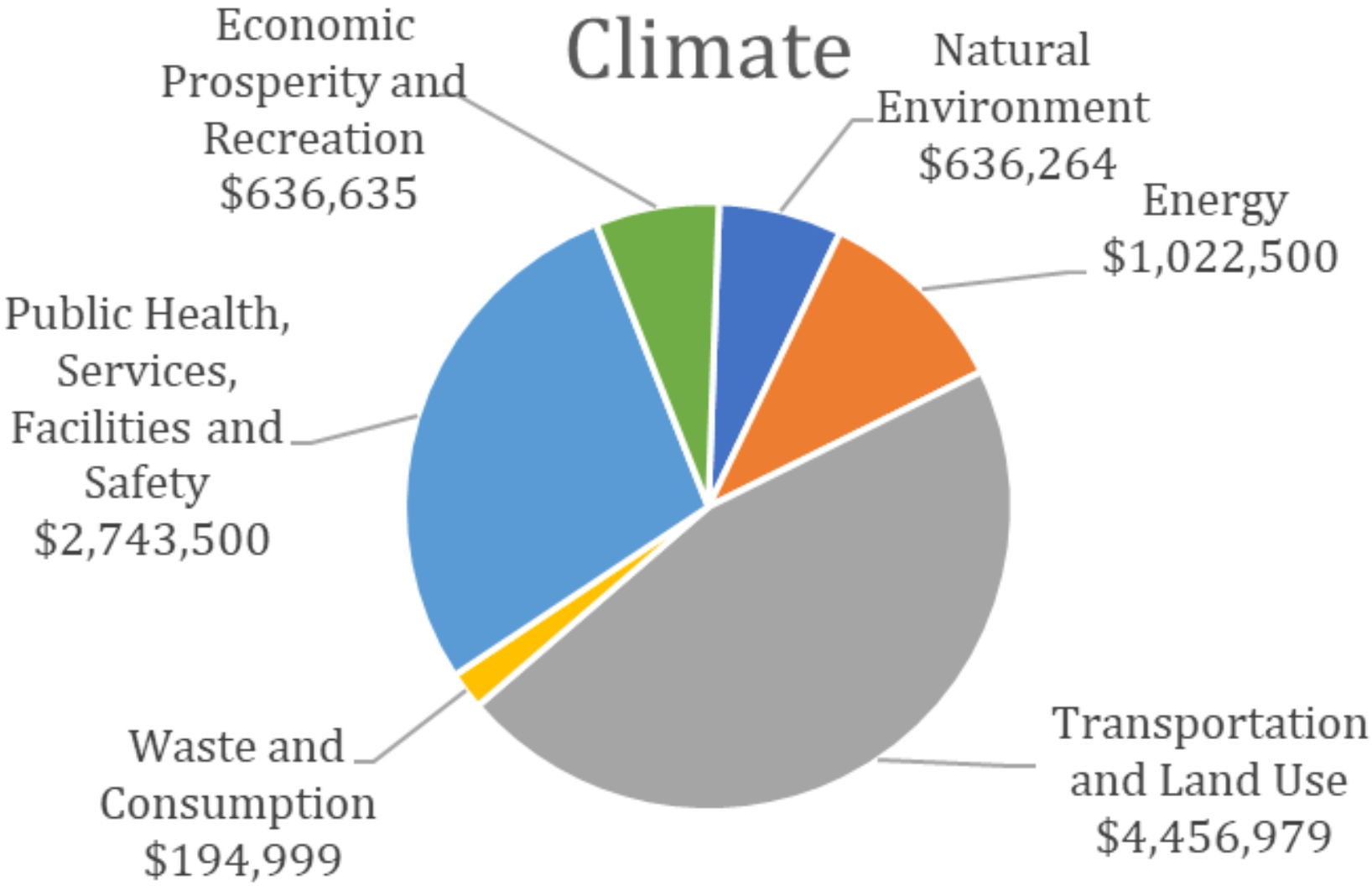
FY 21-22 Approved Budget Requests		
Climate and Equity Both	$3,651,613	10%
Climate Only	$6,039,264	17%
Equity Only	$535,065	2%
N/A	$25,352,248	71%
Total	$35,578,190	100%

29% of FY 21/22 requests have **potential** to advance strategies in the Climate Action and Adaptation Plan and advance equity

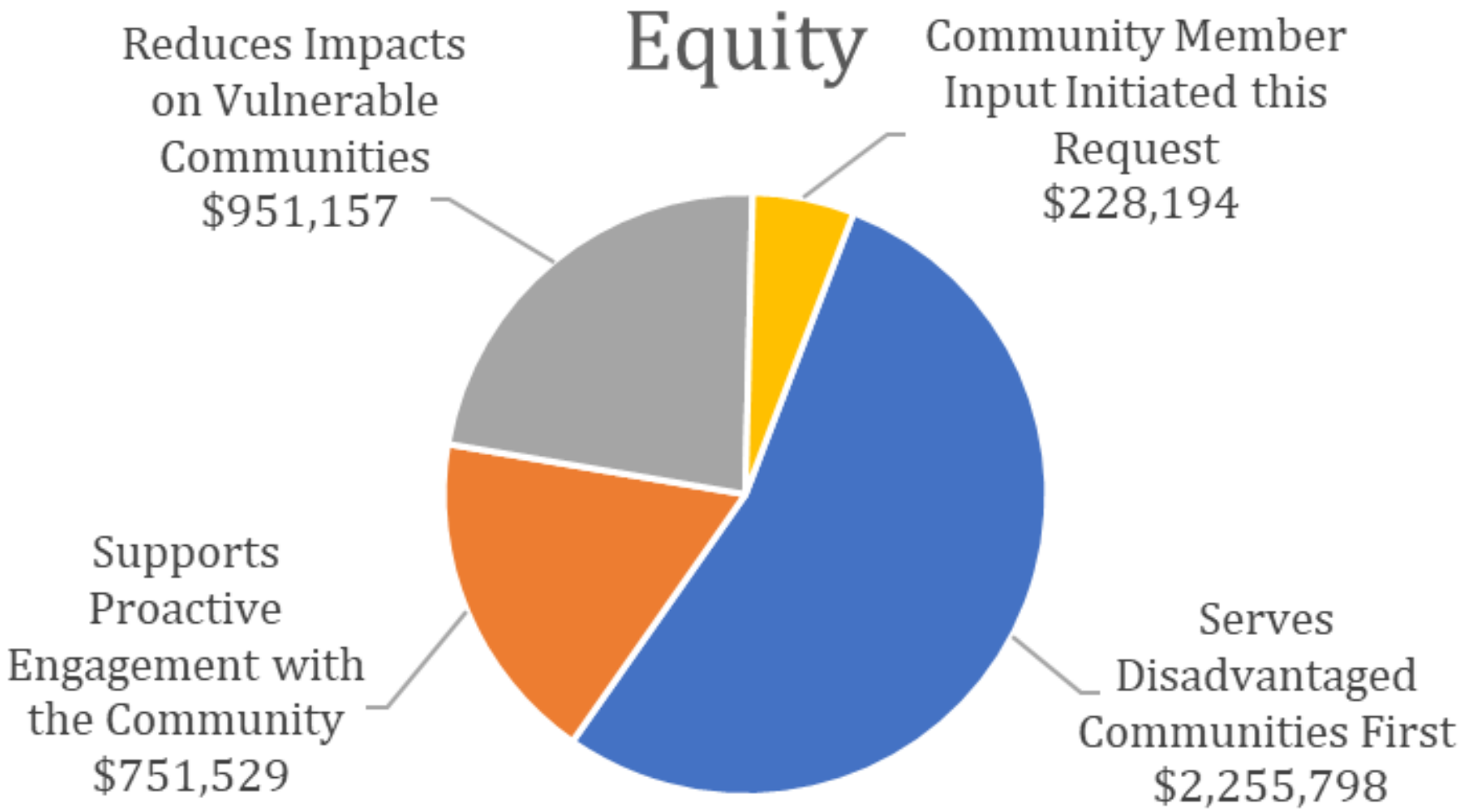
This list represents items that **has potential to contribute** to climate goals.

Climate or Equity Action?	Description	Approved
Climate	West Side park project	$ 1,500,000
Climate	Fiber	$ 1,250,000
Both	Alternate Response Unit Operations	$ 776,000
Climate	Broadband (Grant Match 80/20)	$ 750,000
Both	Housing Assistance Payments	$ 594,000
Both	Housing emergency	$ 500,000
Climate	Climate emergency	$ 500,000
Both	Possible HUD's Rental Assistance Demonstration (RAD) Program City Contribution	$ 500,000
Climate	Red Gap Ranch utility-scale solar photovoltaic energy production project	$ 350,000

Climate Related Approved Requests



Equity Related Approved Requests



Thank you

Up next

- Integration of Performance Based Budgeting
- Improve reporting of the City's climate action investments

Additional Information

- The Tentative Budget Book will be available 6/2/2021 at the following locations:
  - City Website
  - City Clerk's Office
  - Available Upon Request
    - Heidi Derryberry (hderryberry@flagstaffaz.gov)
    - Brandi Suda (bsuda@flagstaffaz.gov)
- Published in Arizona Daily Sun 6/3 and 6/10
- Questions Regarding Budget

  Brandi Suda, Finance Director, bsuda@flagstaffaz.gov, (928)-213-2217

Questions

TEAM FLAGSTAFF

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10. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Alaxandra Pucciarelli, Interim Planning Director
Date:	05/24/2021
Meeting Date:	06/01/2021

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:

At the June 1, 2021 Council Meeting:
1) Approve a motion to deny the application for Zoning Map Amendment

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

At the June 1, 2021 Council Meeting:
1) Read Ordinance No. 2021-06 by title only for the first time
2) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)

At the June 15, 2021 Council Meeting:
3) Read Ordinance No. 2021-06 by title only for the final time
4) City Clerk reads Ordinance No. 2021-06 by title only (if approved above)
5) 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:

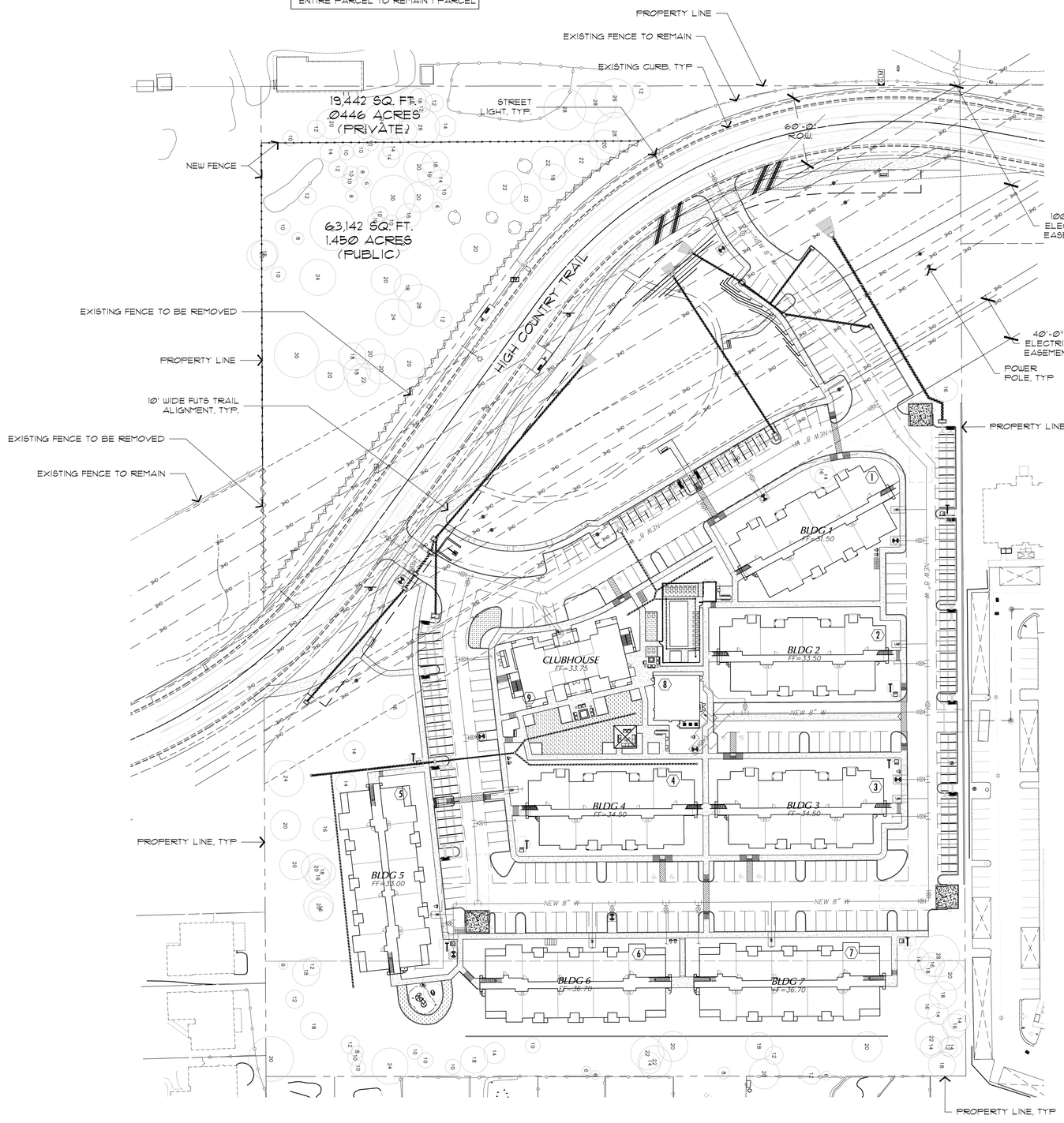
Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-20-00008-01, subject to the following six conditions which will be included into the zoning map amendment ordinance:

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

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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

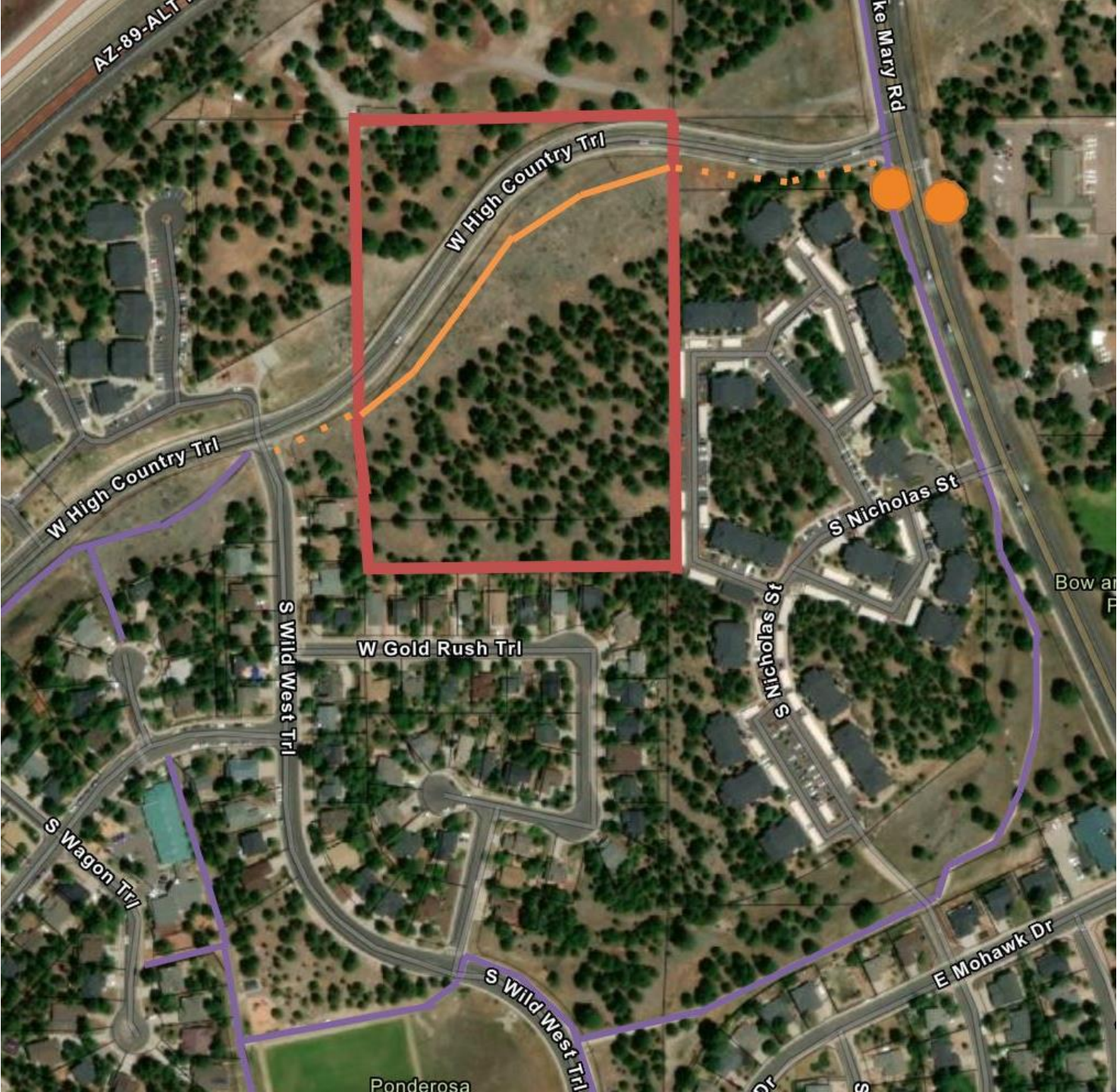
Zoning Map Amendment

Alaxandra Pucciarelli

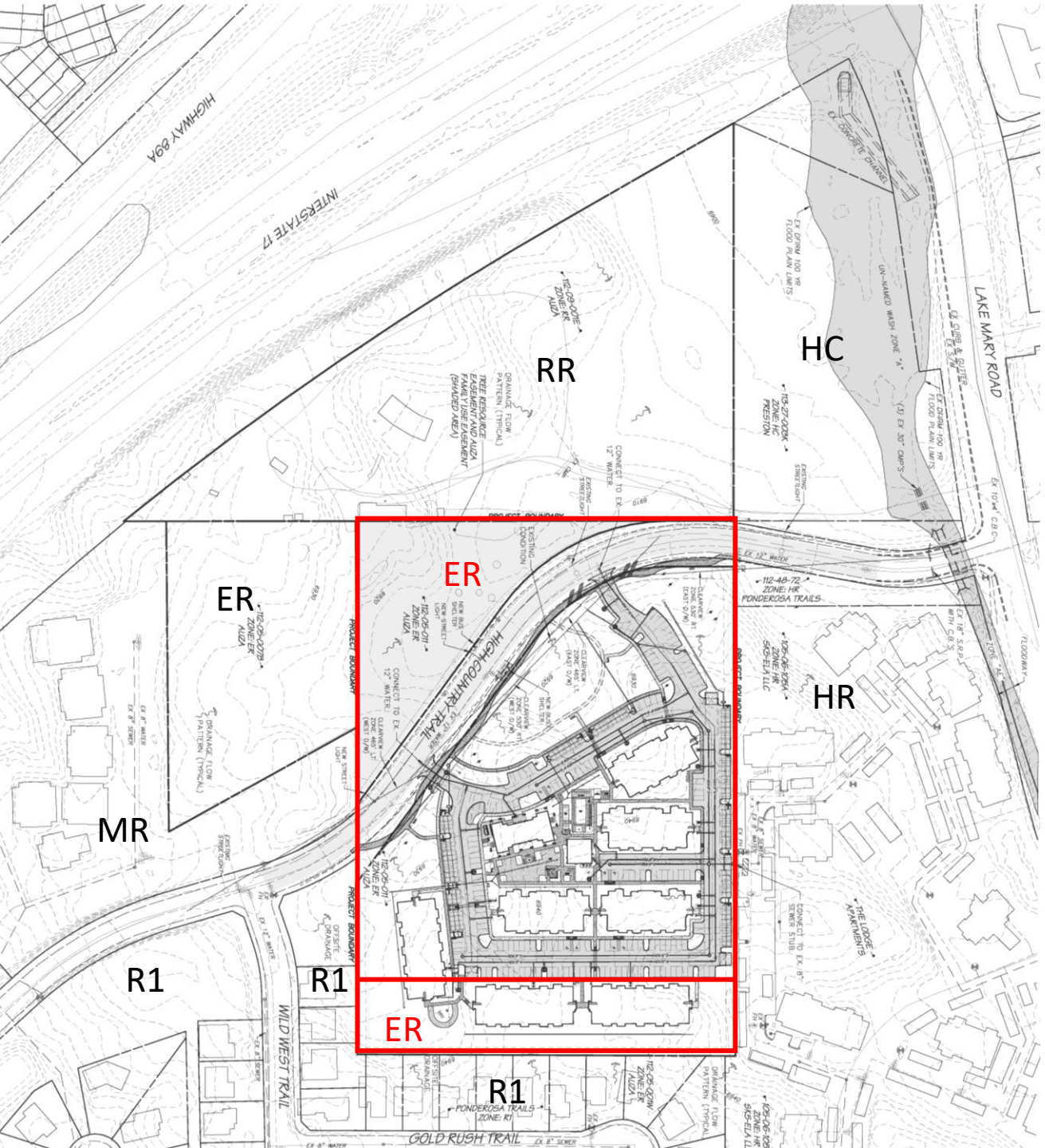
Planning Development Manager

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Area Context Map



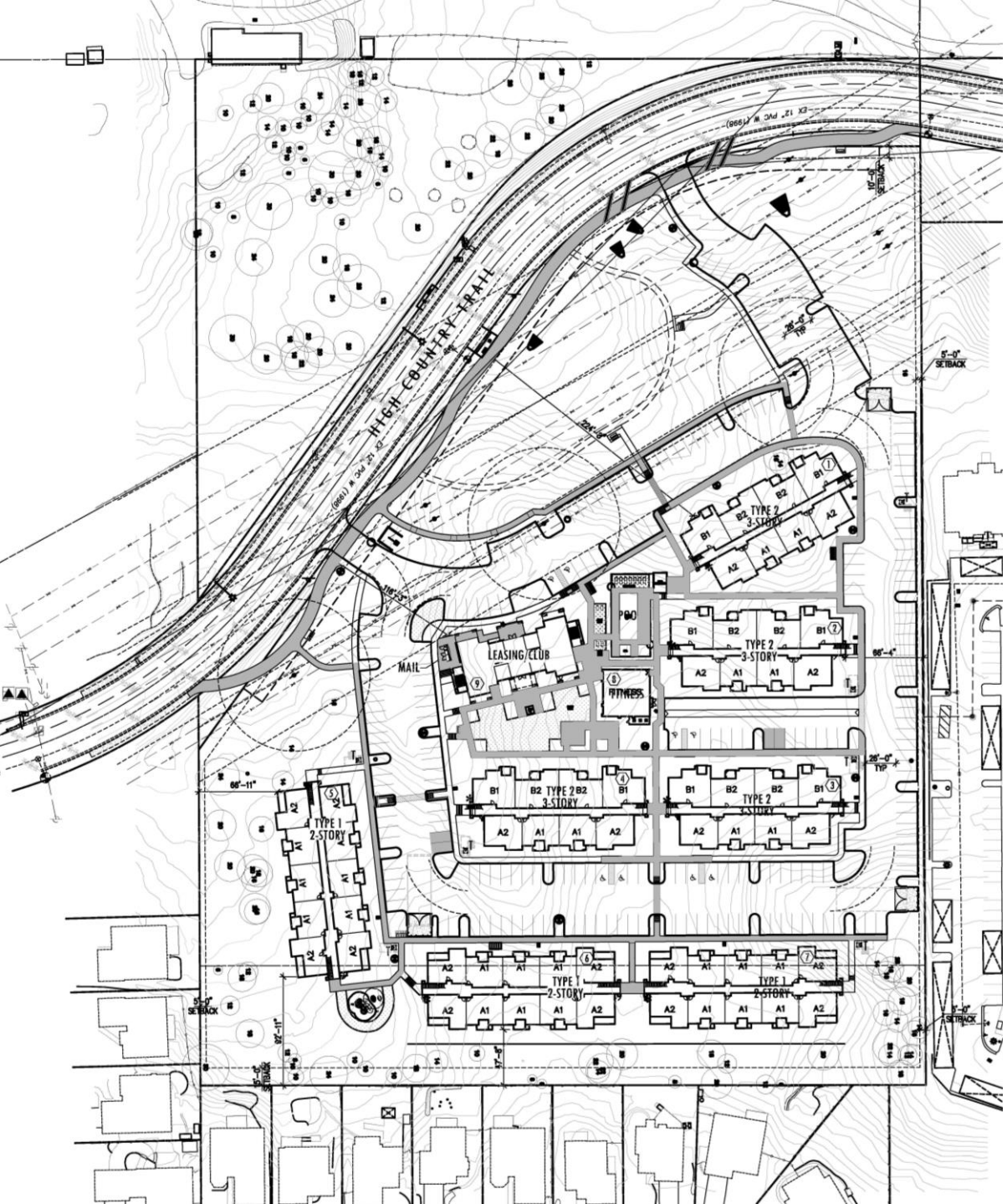
Project Area

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

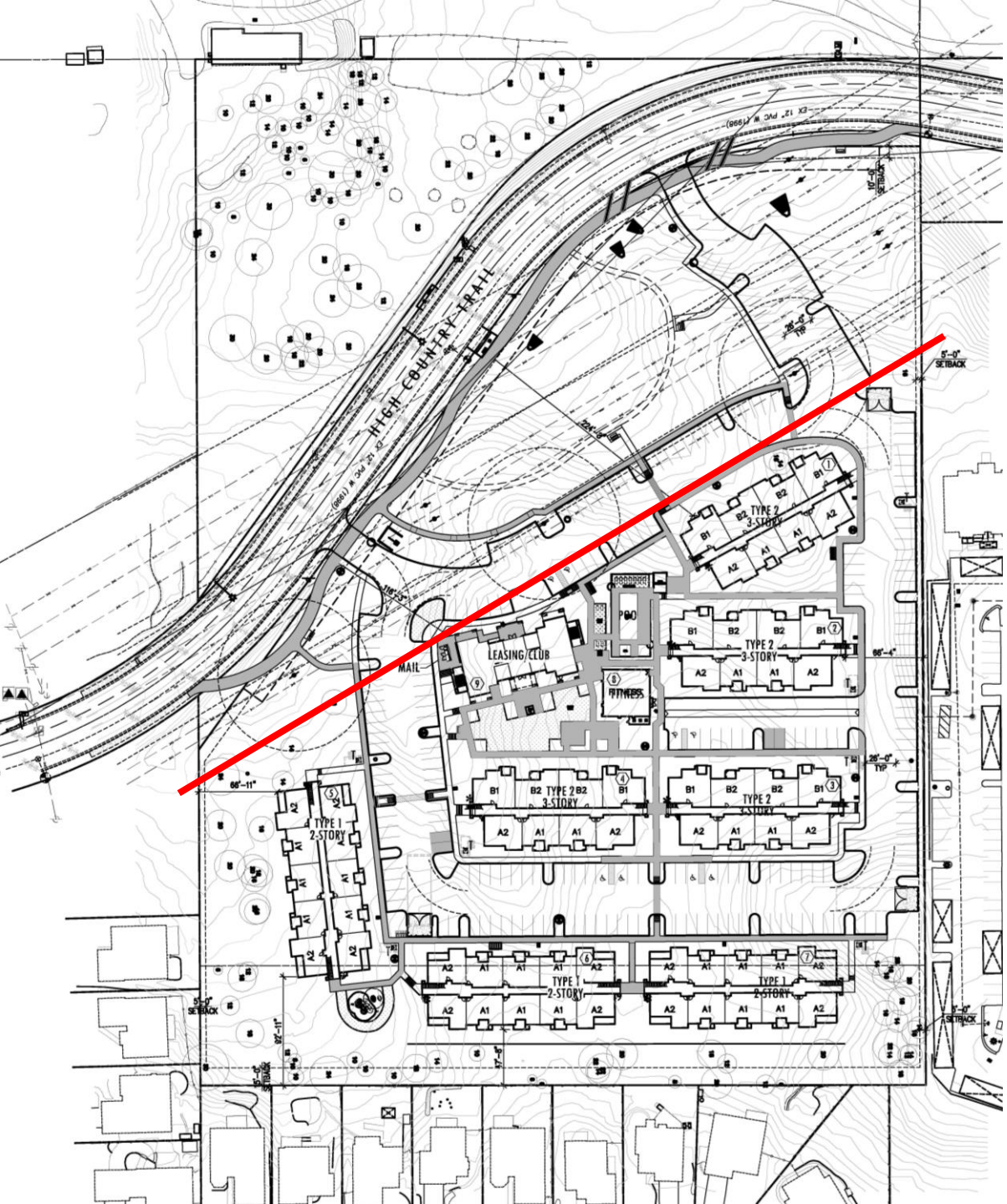
Incentives

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

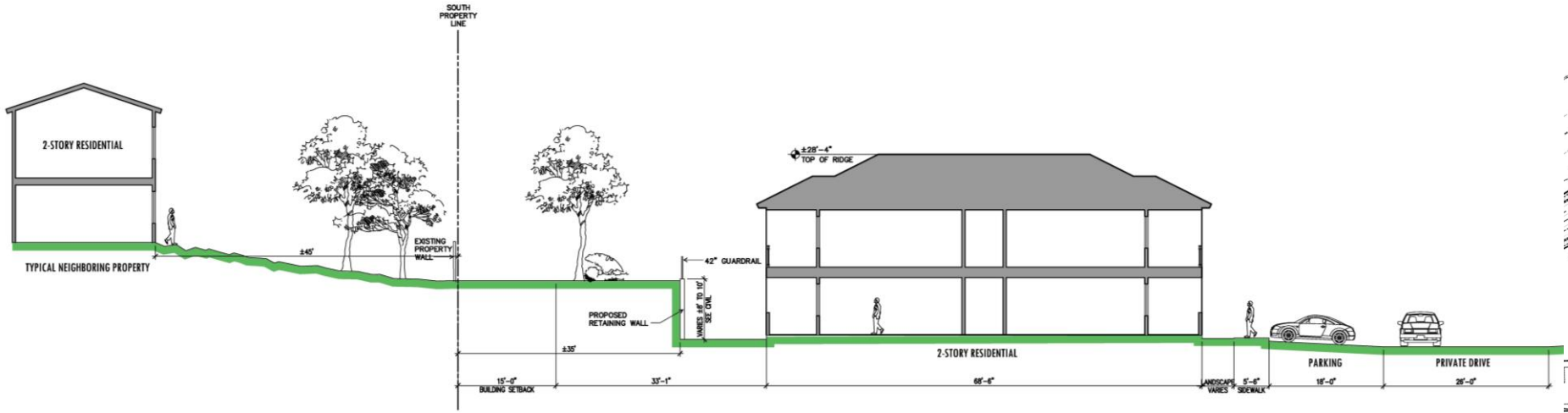
- Electrical Utility Easement
  - Prohibits buildings and trees
- 2 and 3-story apartment bldgs

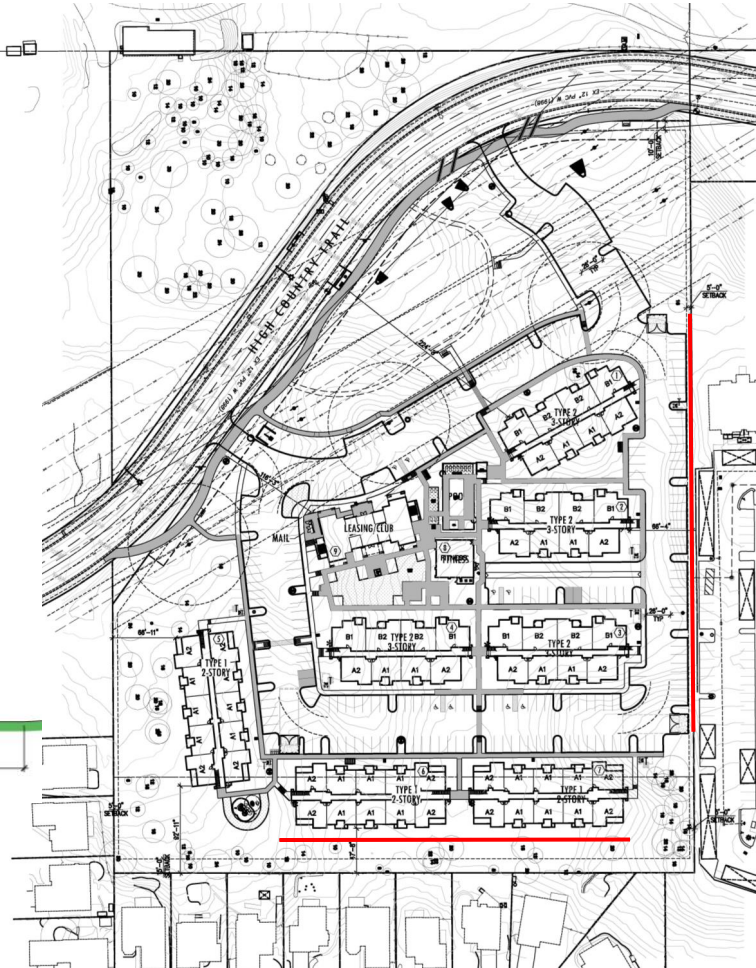
Unit Type	Number	Percentage
1 Bed/1 Bath	112	70%
2 Bed/2 Bath	48	30%

Site Design

Site Retaining Walls

- 10 feet high max. at south wall
- 7 feet high max. at east wall

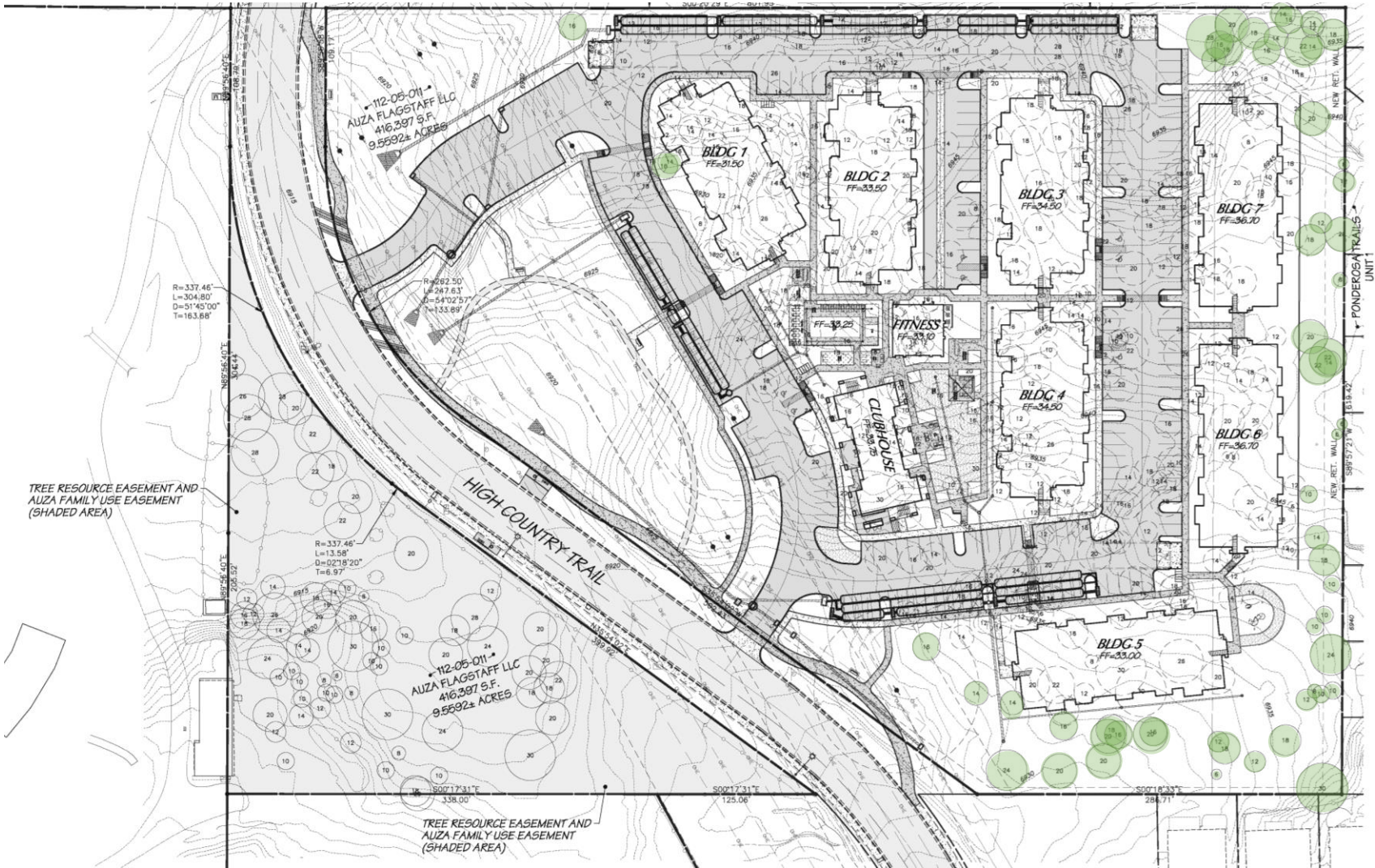




Resource Protection

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

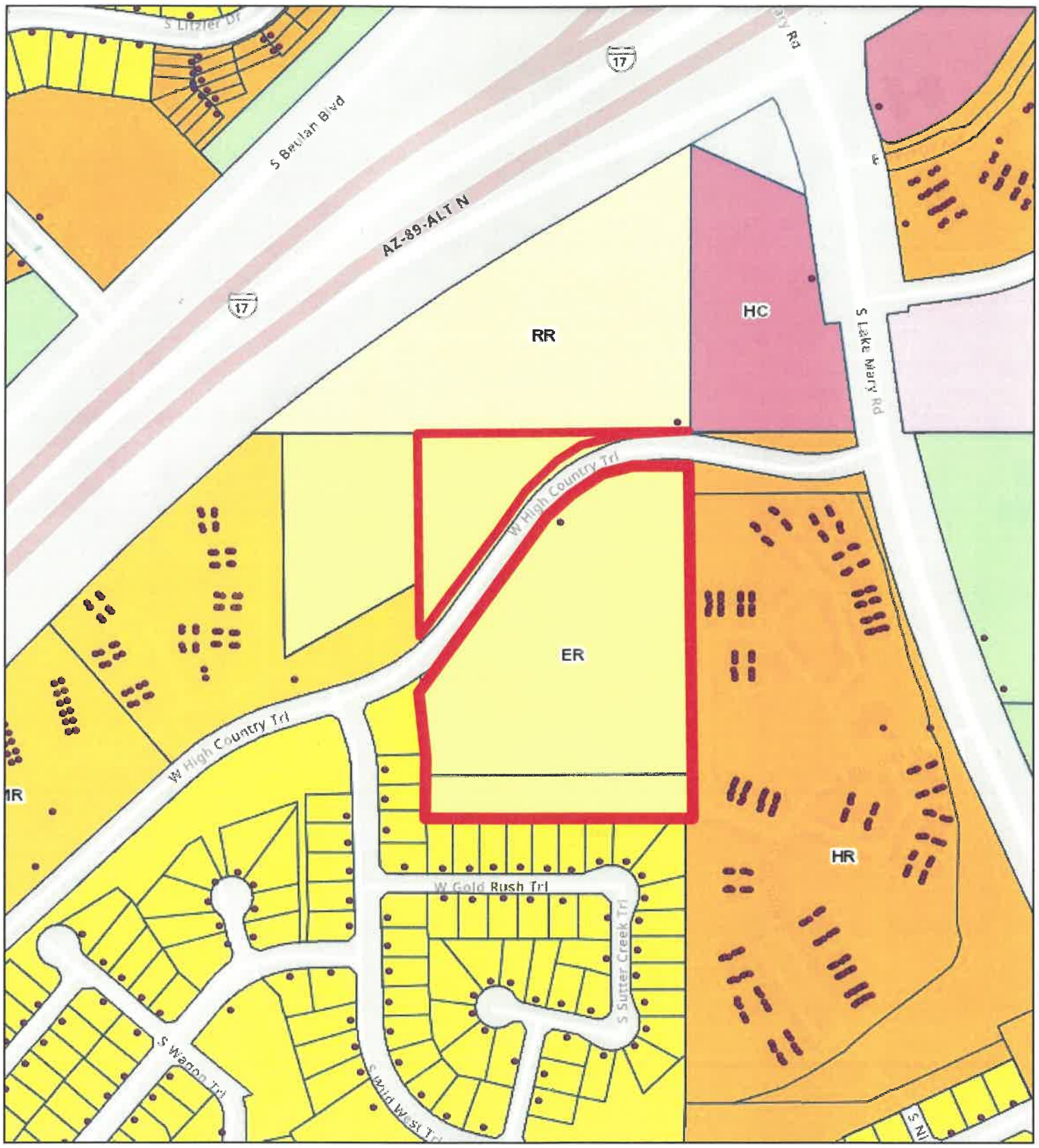
For City Use

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:
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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

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AND WHEN RECORDED MAIL TO:
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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;

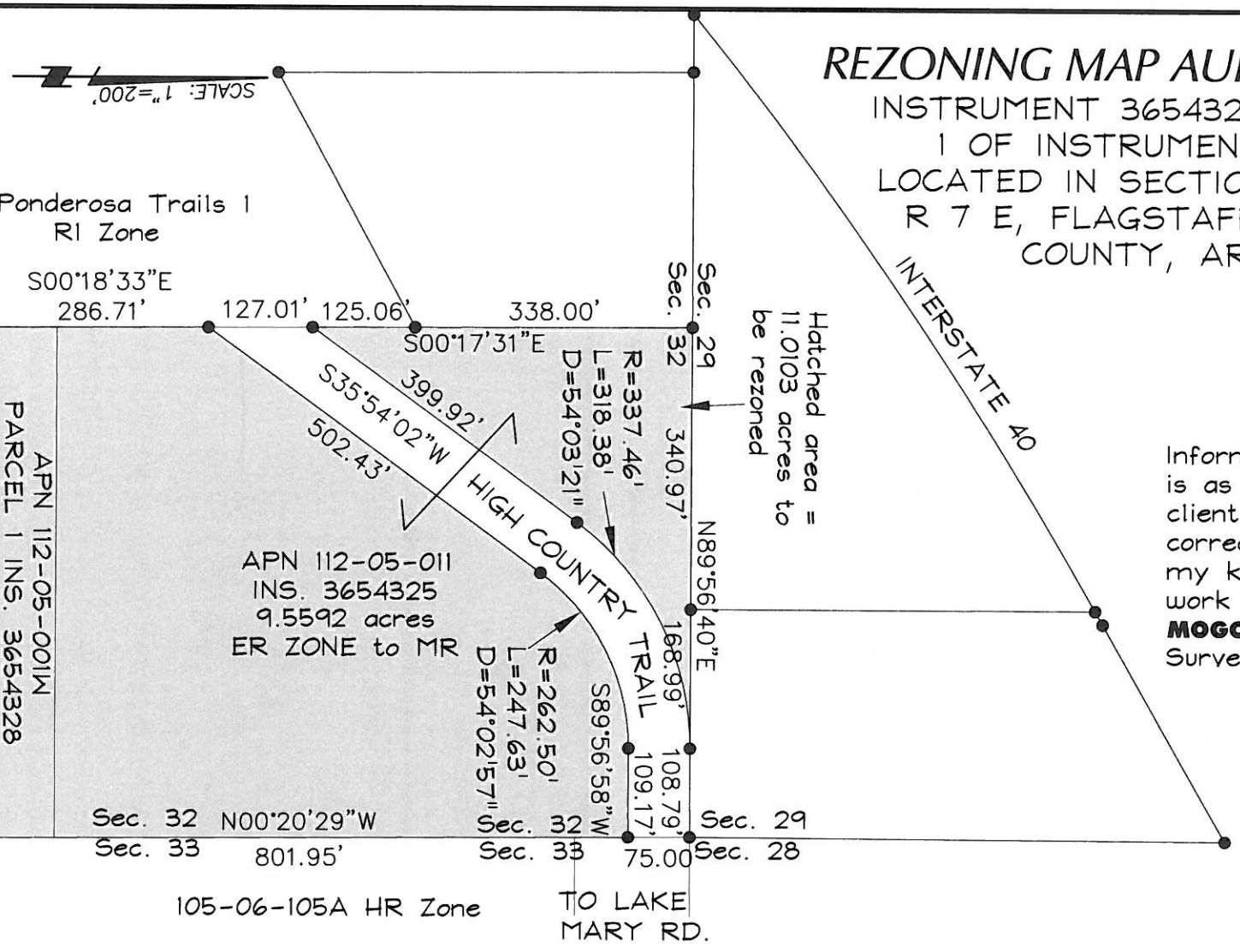
thence South 61°18' 42" West, a distance of 351.78 feet;

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

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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

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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.

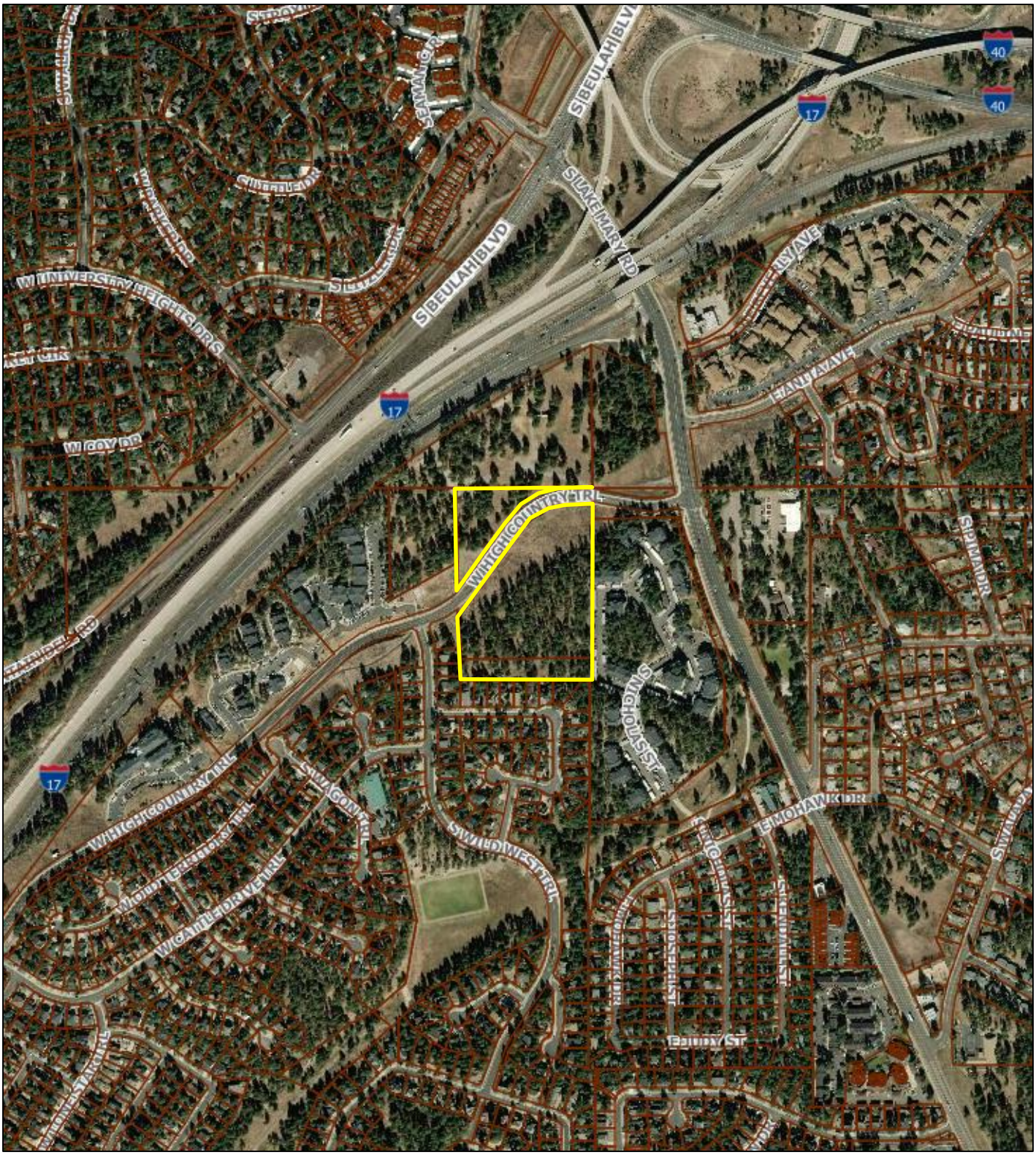
TAB 1

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

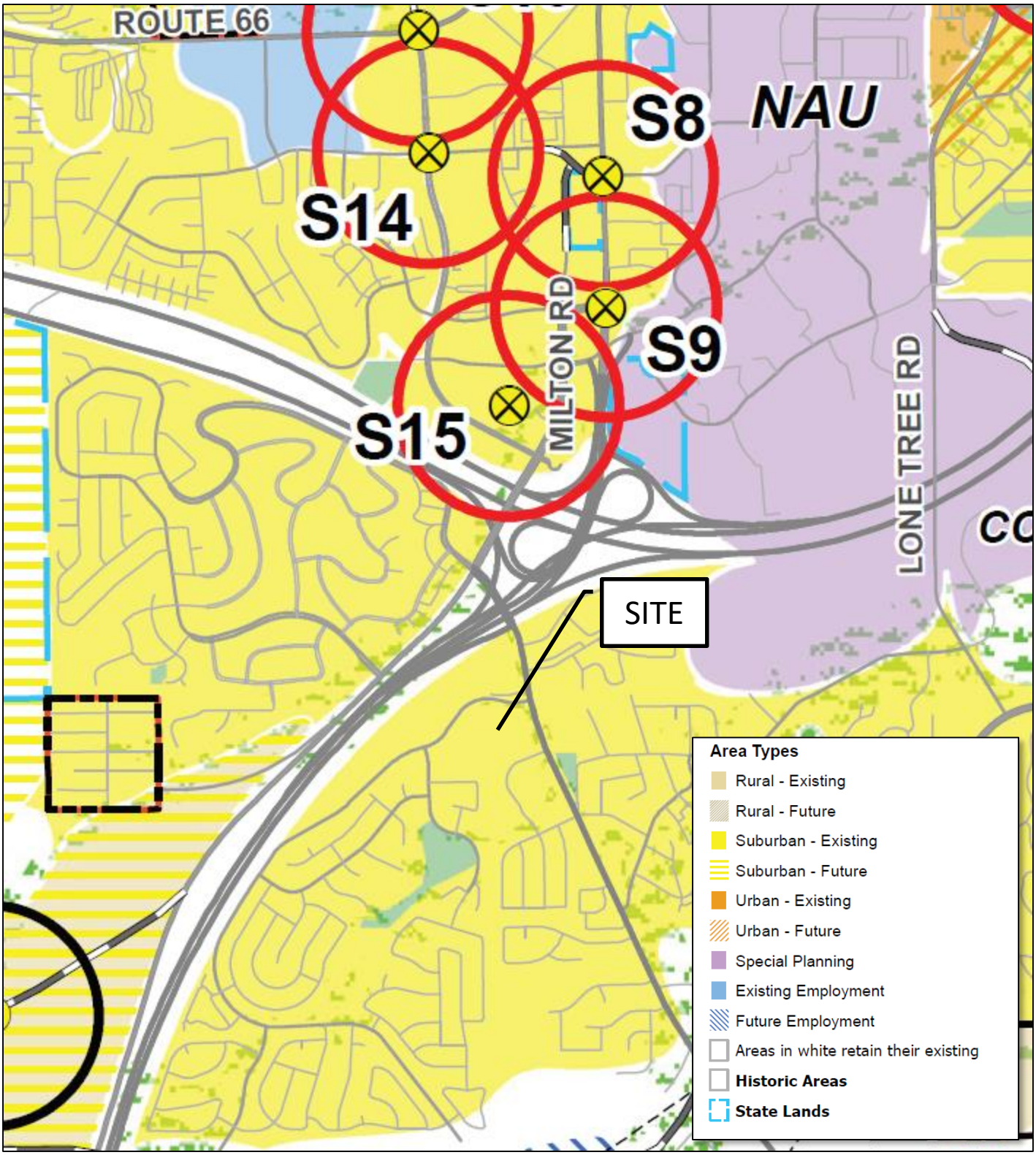
Historical Aerial
1997

151 W. High Country Trail – Flagstaff, AZ

N

TAB 3

Regional Plan Map

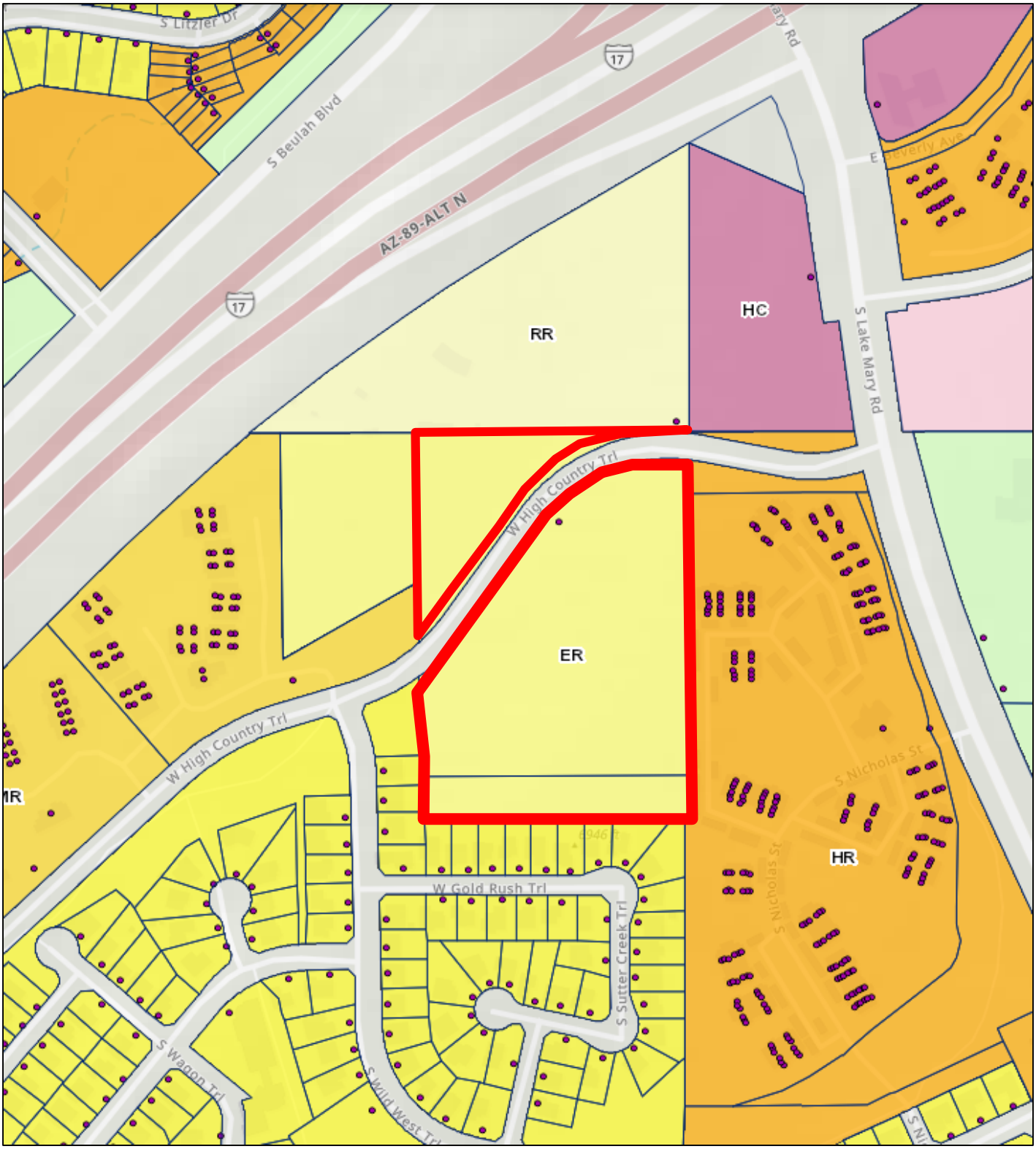


151 W. High Country Trail – Flagstaff, AZ

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:
Withey Morris PLC
2525 E Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016
602.230.0600

Developer:
Trinsic Acquisition Company LLC
4040 East Camelback Road
Suite 160
Phoenix, Arizona 85018
480.448.0985

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

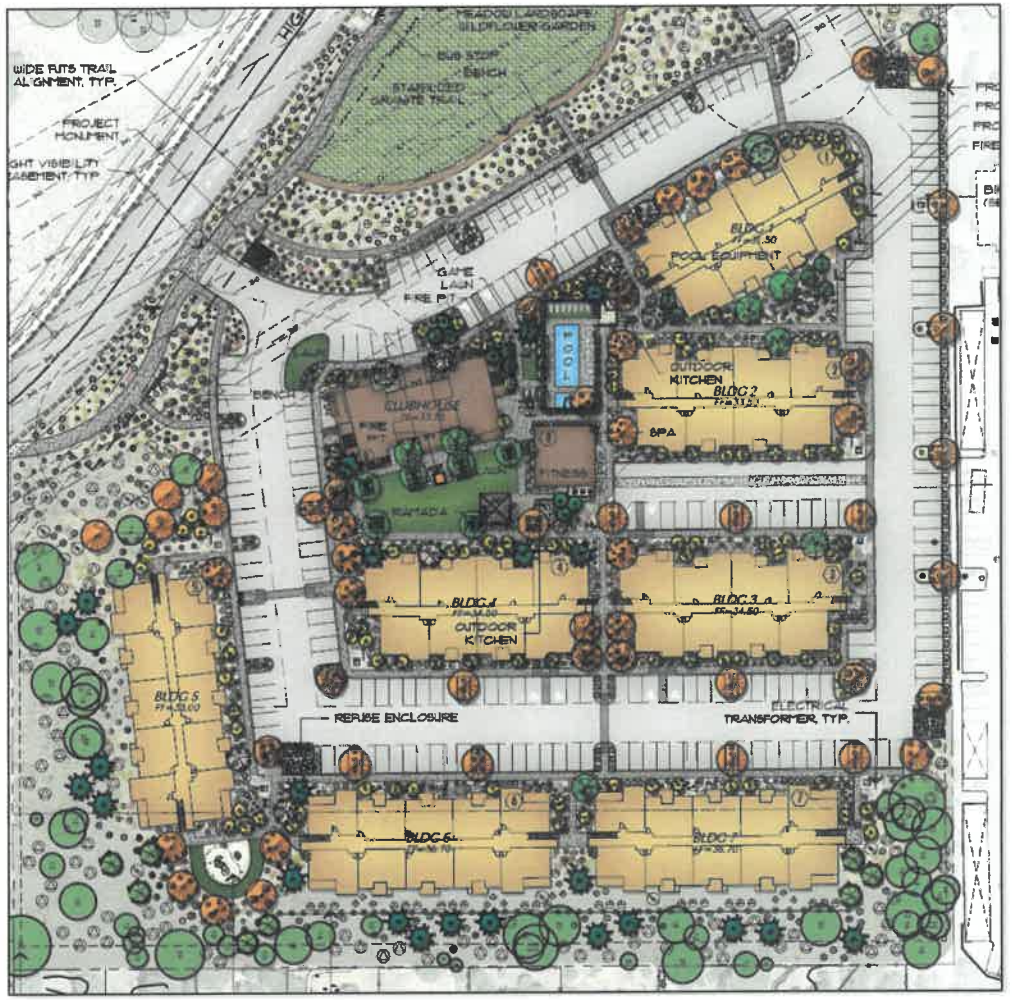
OVERVIEW

- 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.

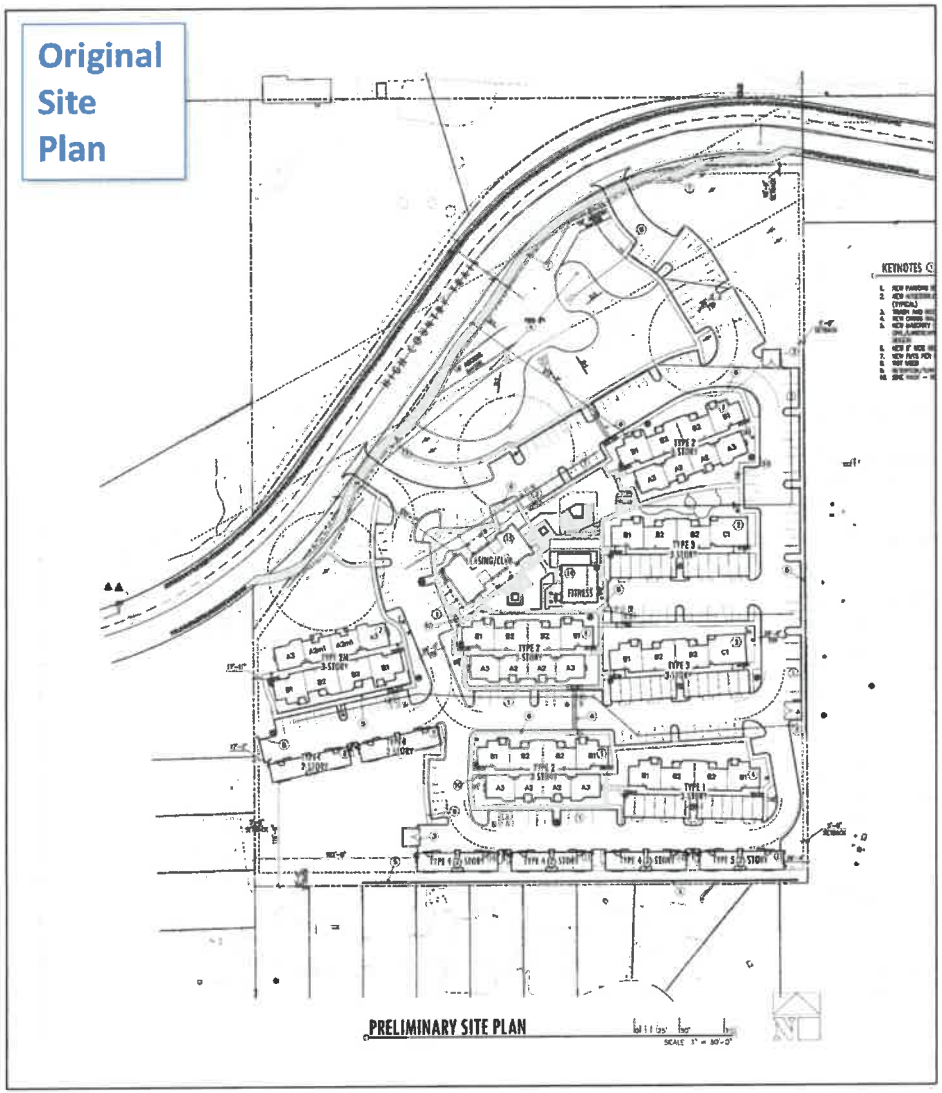


SUMMARY OF CHANGES

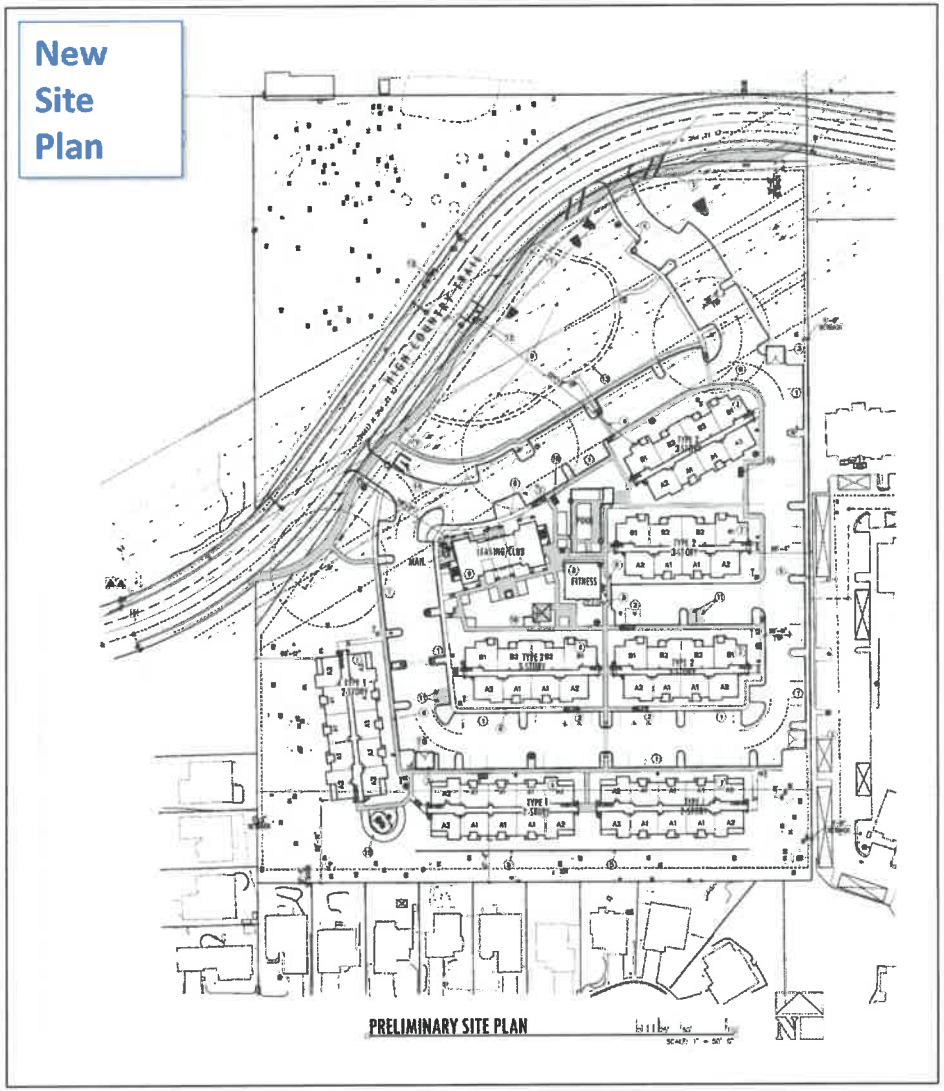
Additional Refinements – July 2020

- 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:
  - Will bring "High Country Trail" to full connectivity between "Bow and Arrow Trail" to the east and "Ponderosa Trail" to the west.

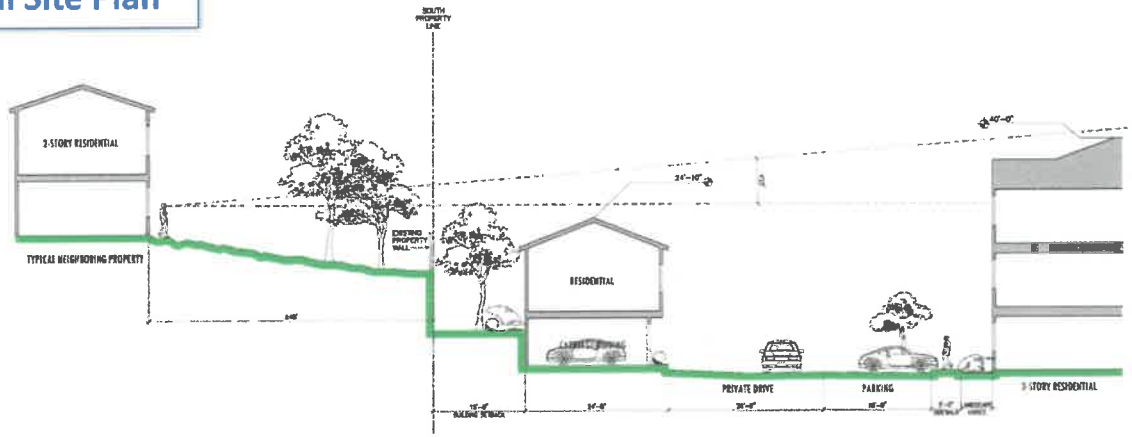
Original Site Plan



New Site Plan



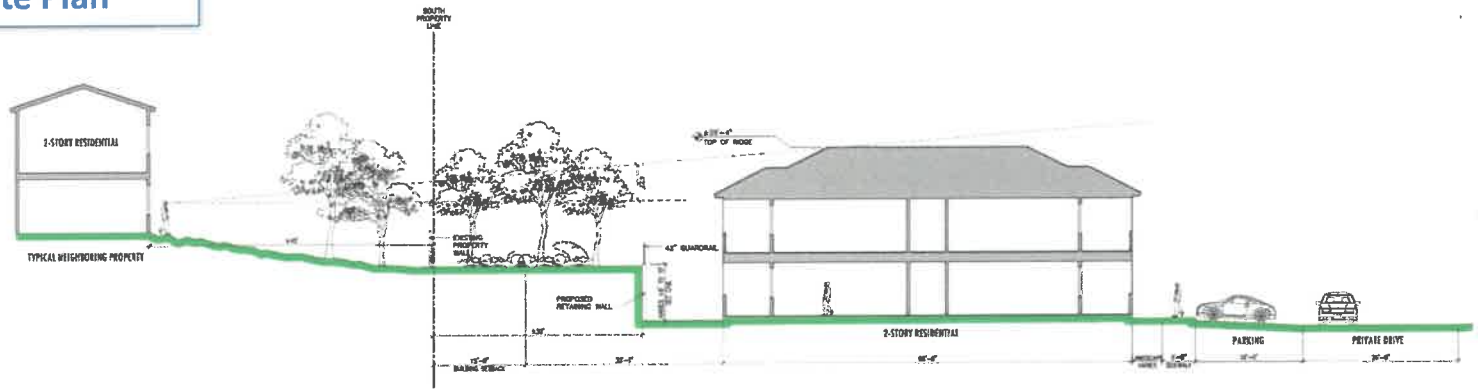
Original Site Plan



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

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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.

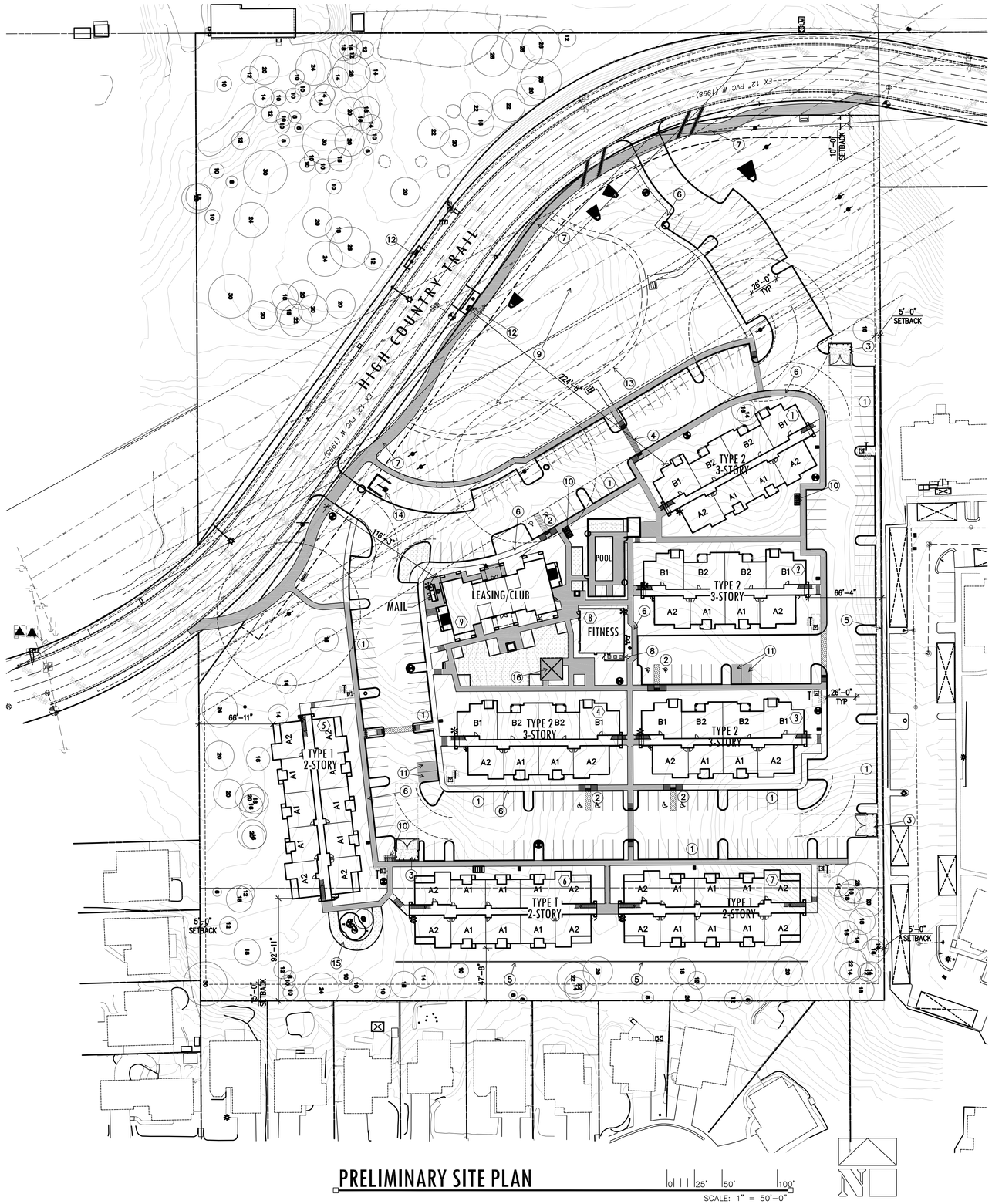
Another article in the NY Times dated September 17, 2020 and entitled "Slowing Growth in US Retail Sales Points to an Economic Recovery in Decline" addresses the effect that the pandemic is having on retail sales and the ripple effect that has on the overall economy. It states in this article that: "Economists 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:

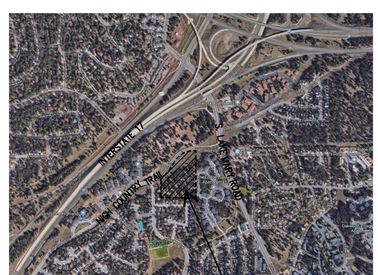
REQUIRED:
5% OF REQUIRED OFF-STREET PARKING
266/.05 = 14 SPACES
PROVIDED: 15 SPACES

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

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REVISIONS

DATE: JUNE 25, 2020 ORB # 17-227

A1.10

SITE PLAN PRELIMINARY

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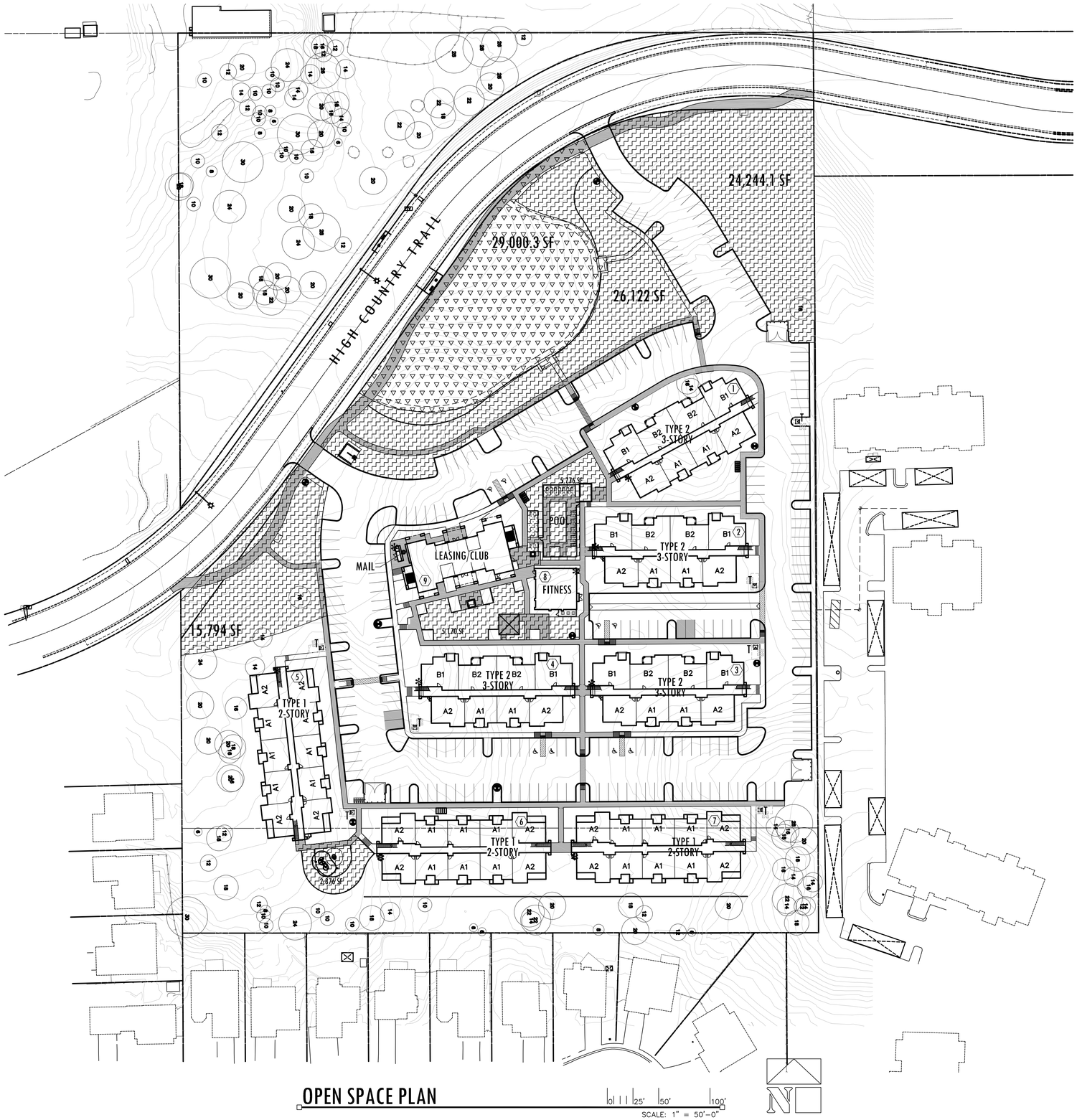

OPEN SPACE PLAN

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

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FLAGSTAFF, ARIZONA 86001

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REVISIONS

DATE: JUNE 25, 2020 ORB # 17-227

A1.12

OPEN SPACE PLAN
PRELIMINARY

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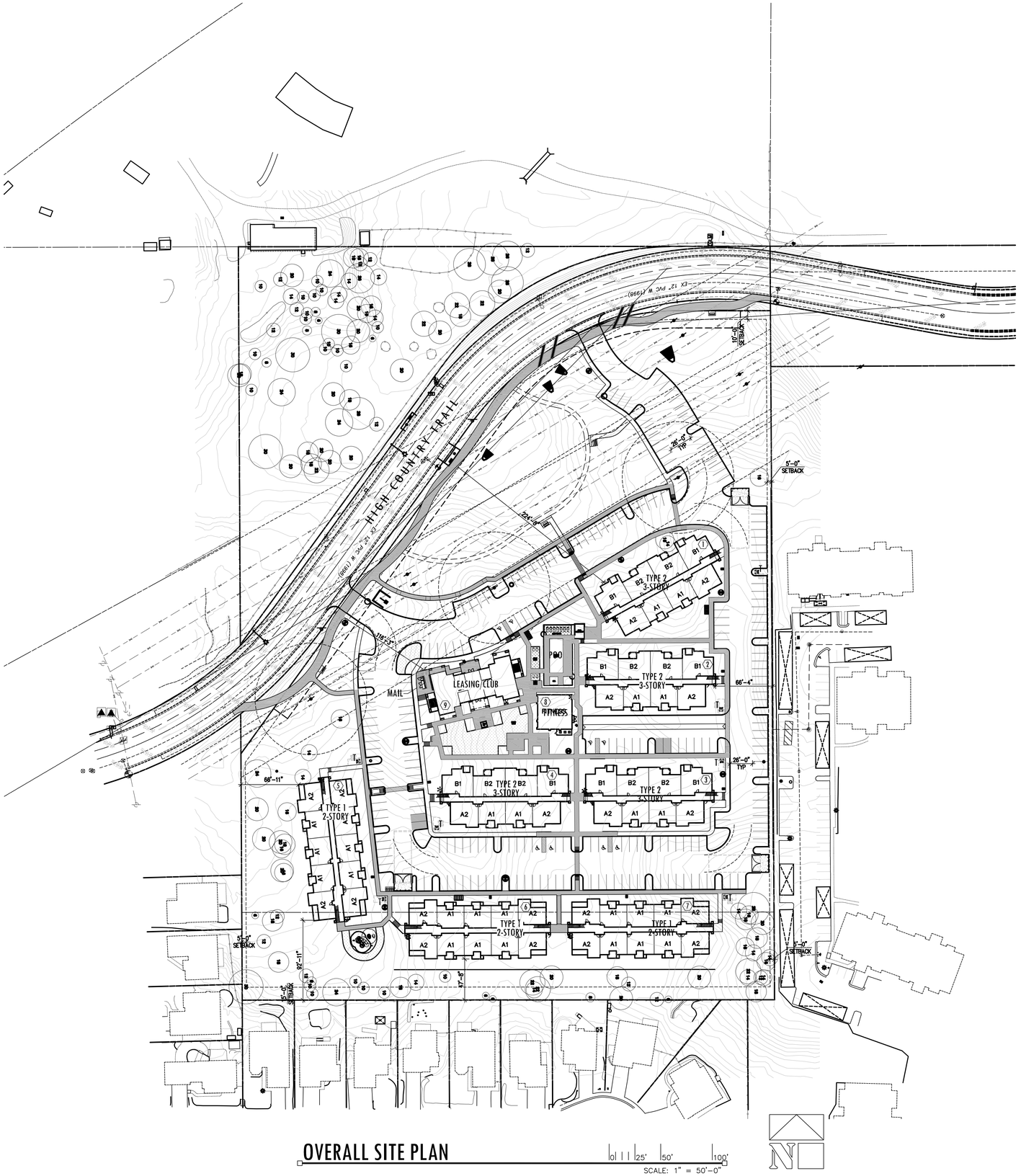
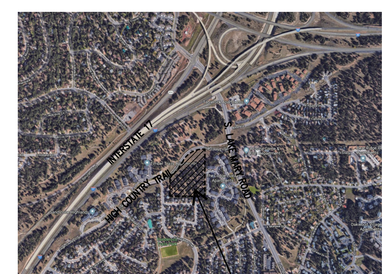


OVERALL SITE PLAN

SCALE: 1" = 50'-0"



VICINITY MAP
NOT TO SCALE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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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

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A110 Site Plan.dwg USER: rao DATE: May. 14 2020 TIME: 10:27 am

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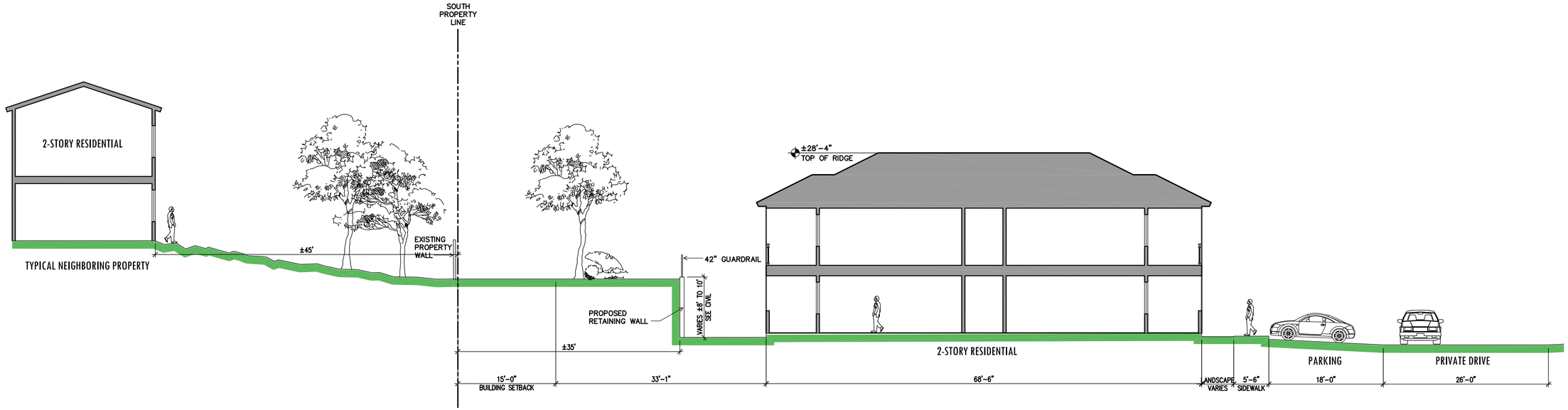

NORTH/SOUTH SITE SECTION

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
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REGISTERED ARCHITECT
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06/25/20
ARIZONA, U.S.A.
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REVISIONS

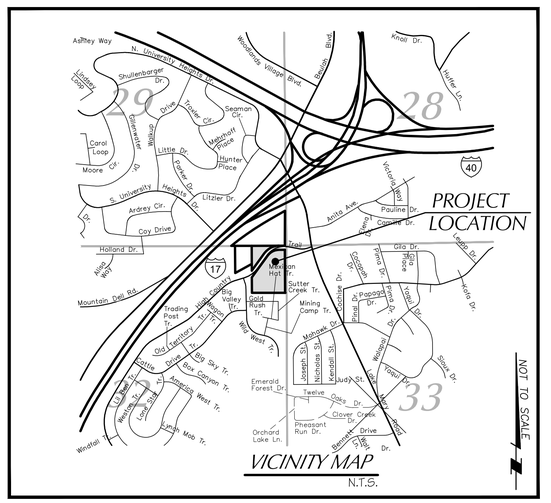
DATE: JUNE 25, 2020 ORB # 17-227

A1.14

SITE SECTION
PRELIMINARY

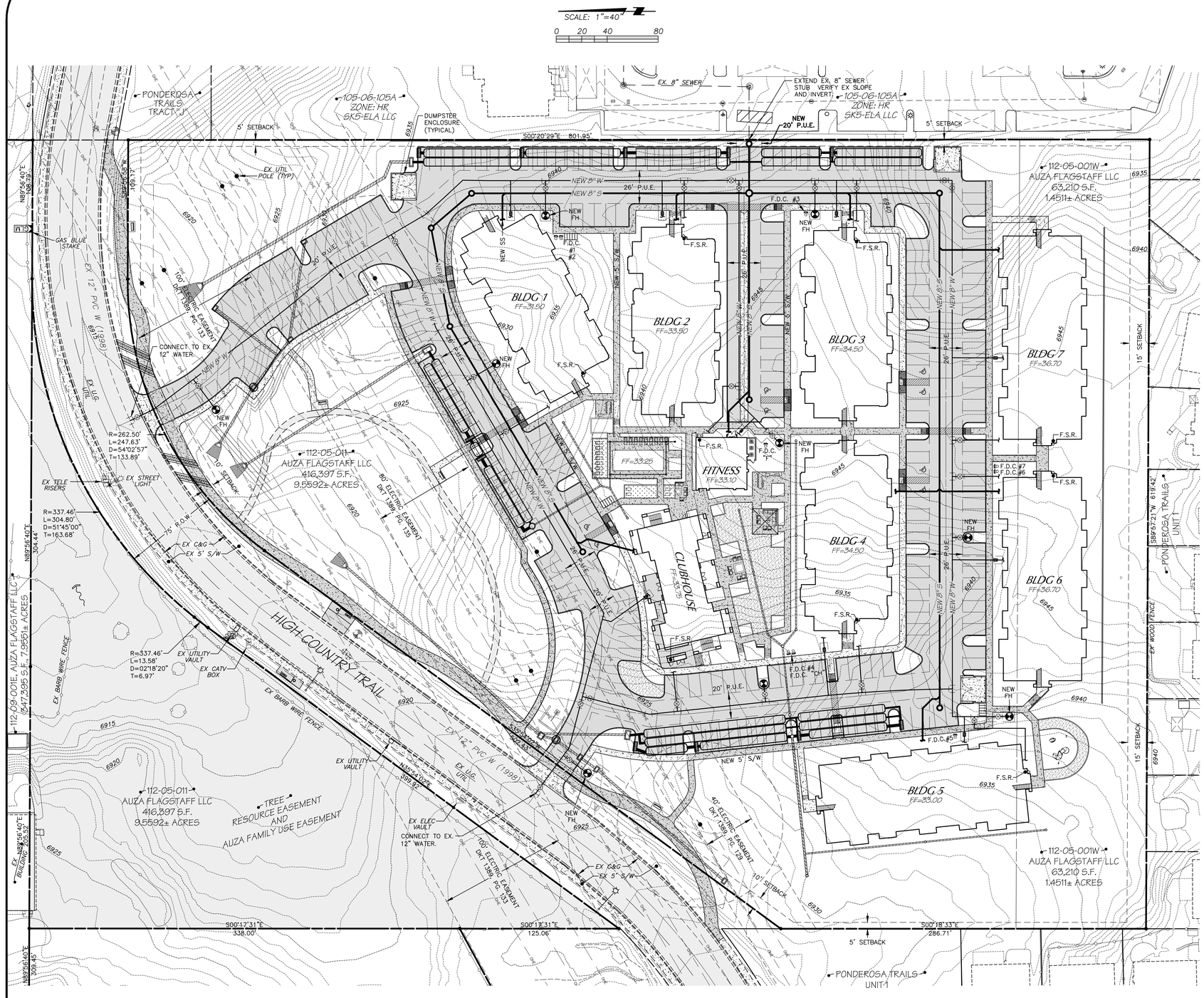
SITE PLAN
FOR
AURA FLAGSTAFF

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

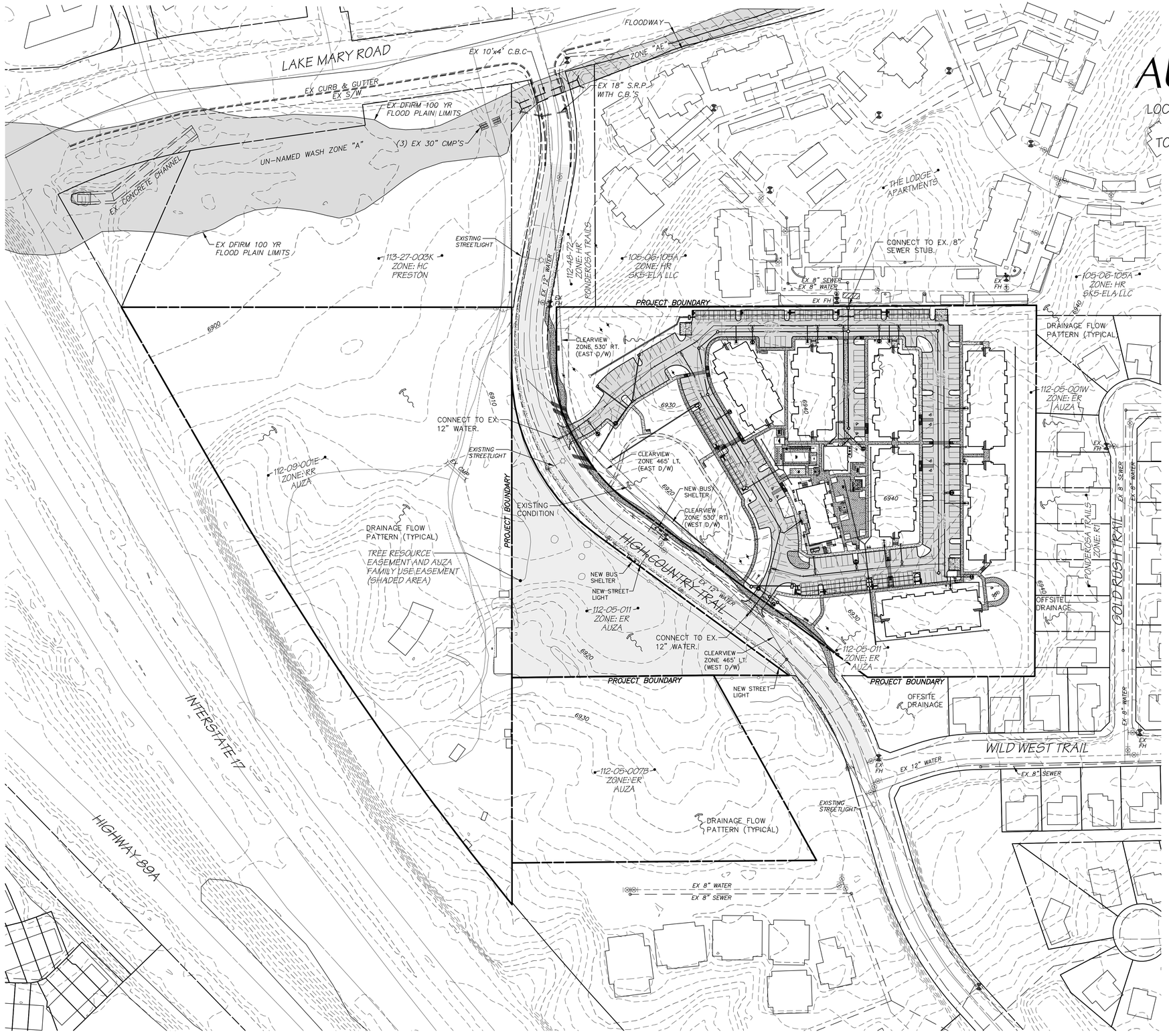
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

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

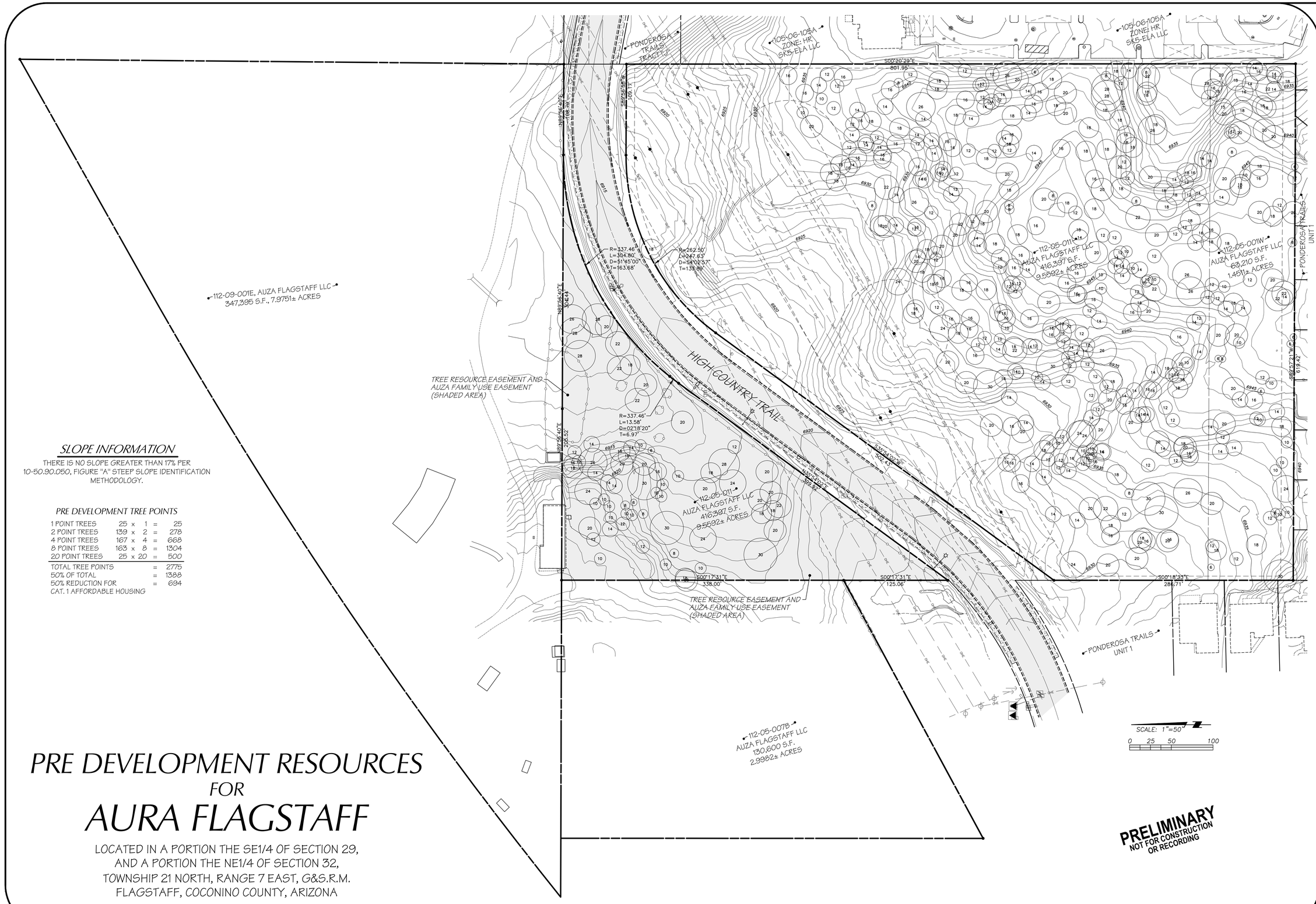
7/7/20
MES# 17259

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

Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

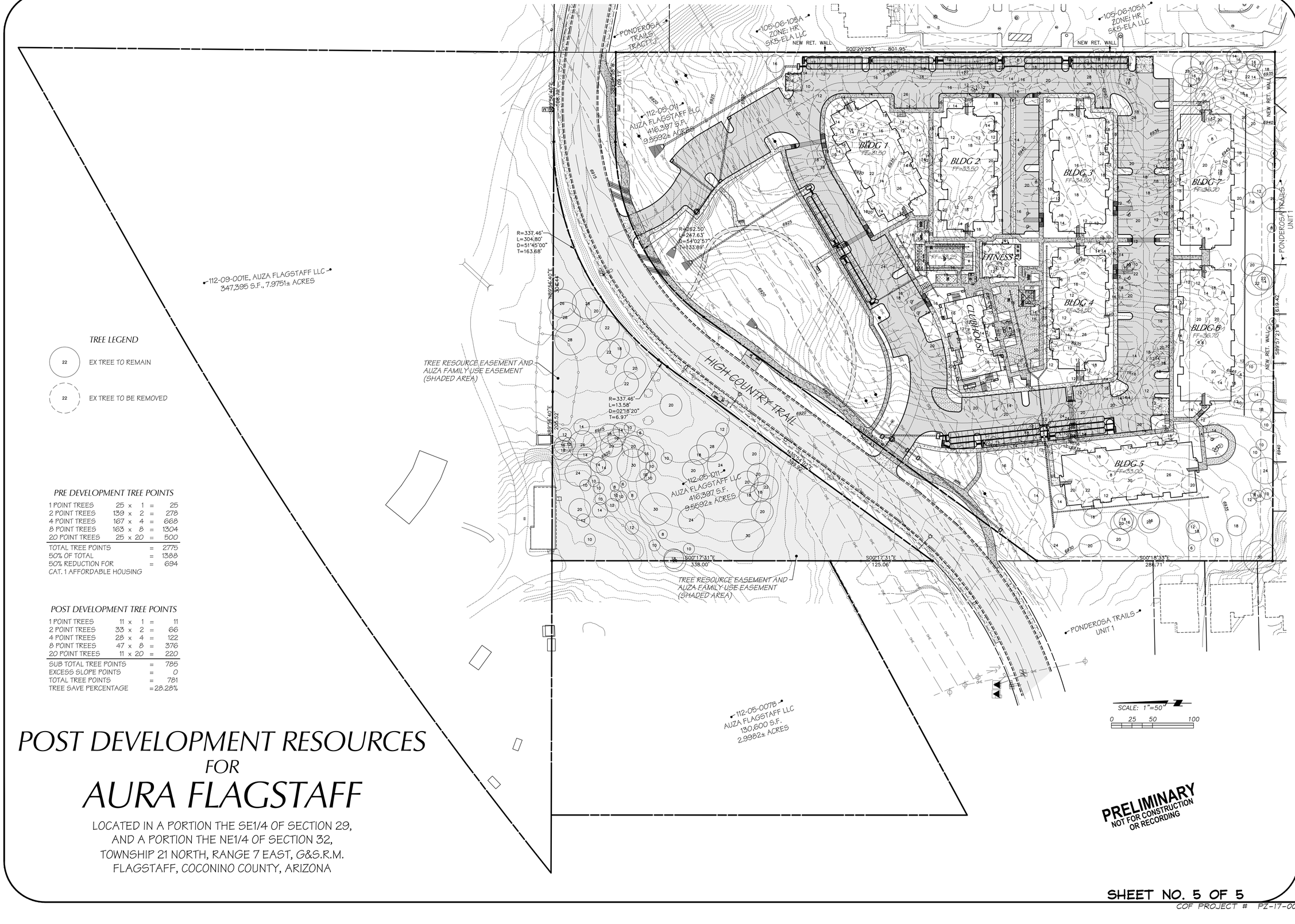
AURA FLAGSTAFF
SITE PLAN
PRE DEVELOPMENT RESOURCE PLAN

7/7/20
MES#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

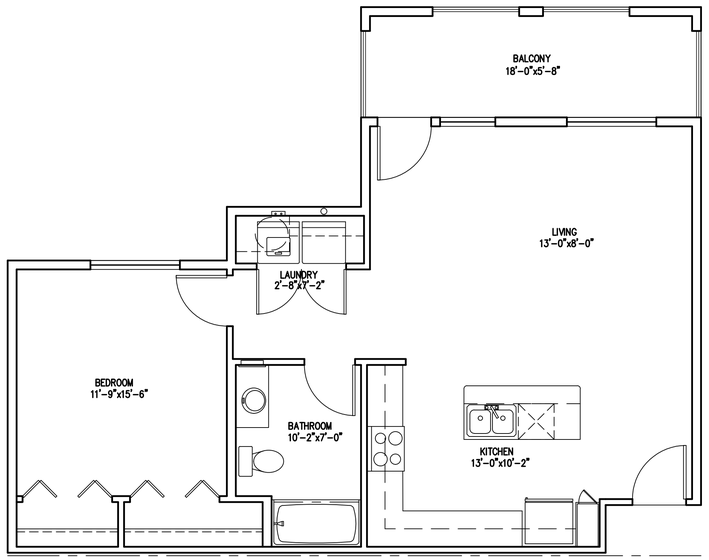
Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

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

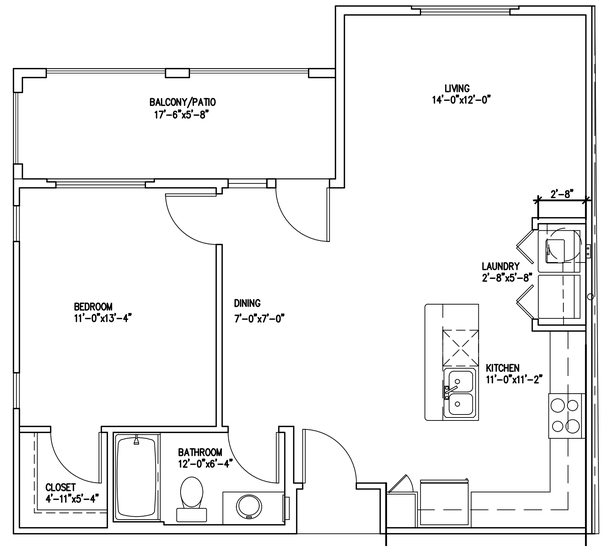


UNIT PLAN A3

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

793 S.F. LIVABLE
117 S.F. BALCONY
910 S.F. GRAND TOTAL

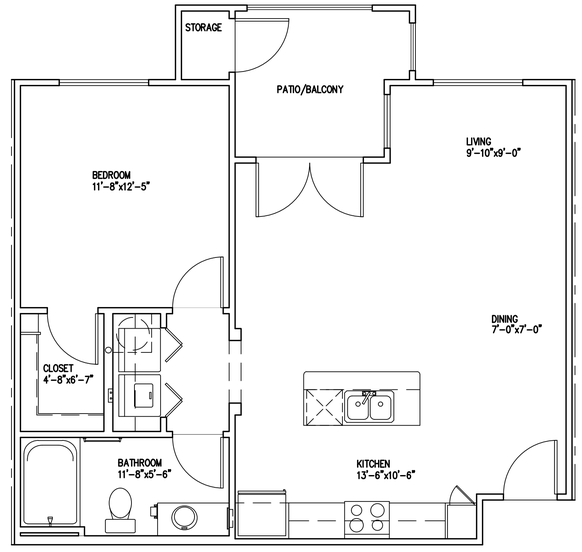


UNIT PLAN A2

0 1' 2' 4' 8'

SCALE: 1/4" = 1'-0"

788 S.F. LIVABLE
111 S.F. PATIO/BALCONY
899 S.F. GRAND TOTAL

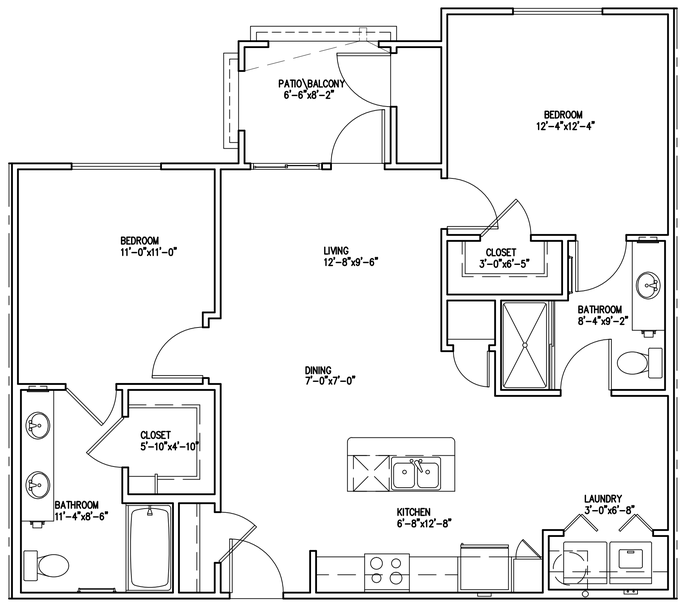


UNIT PLAN A1

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

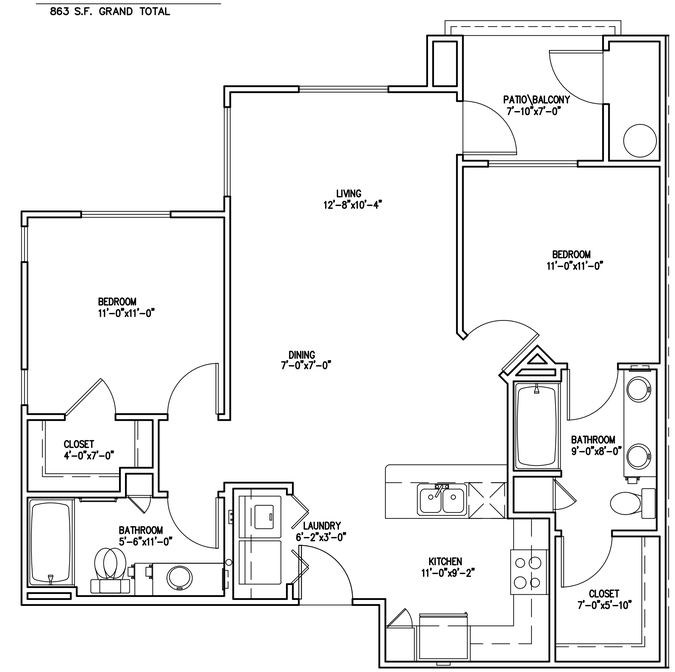


UNIT PLAN B2

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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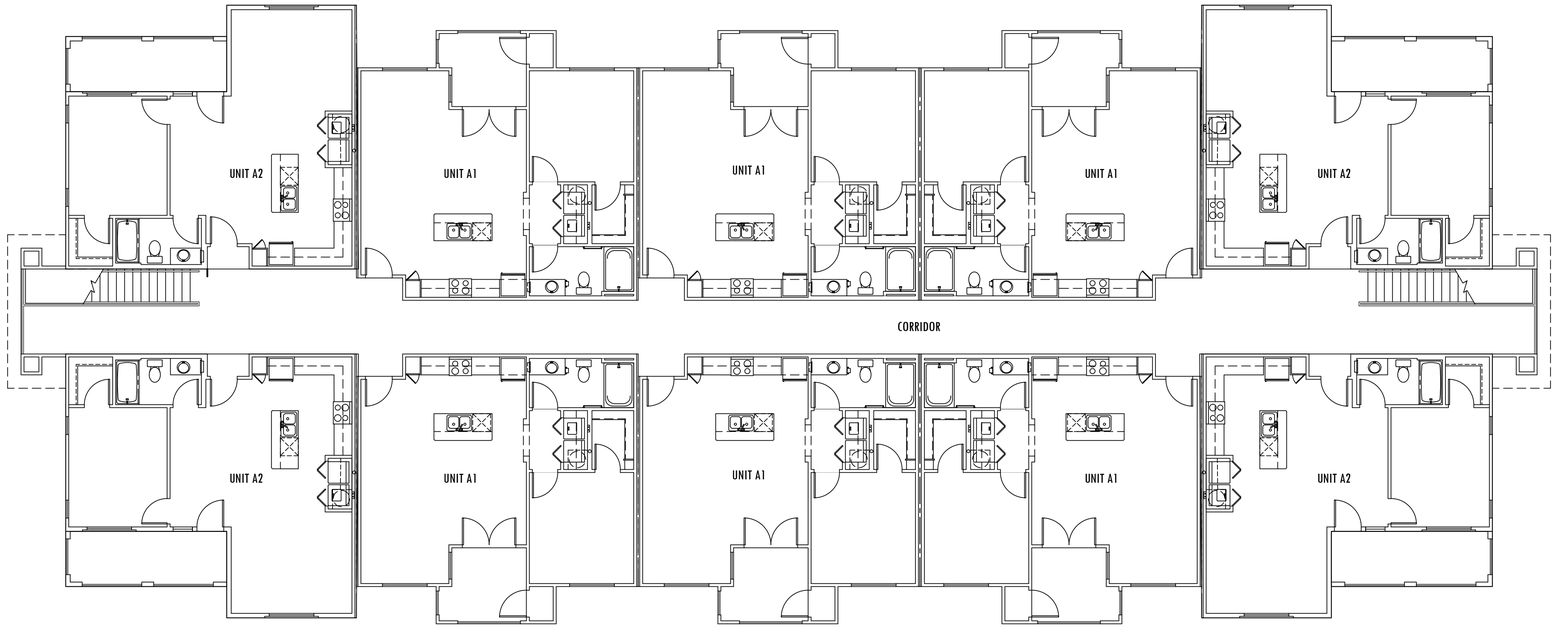
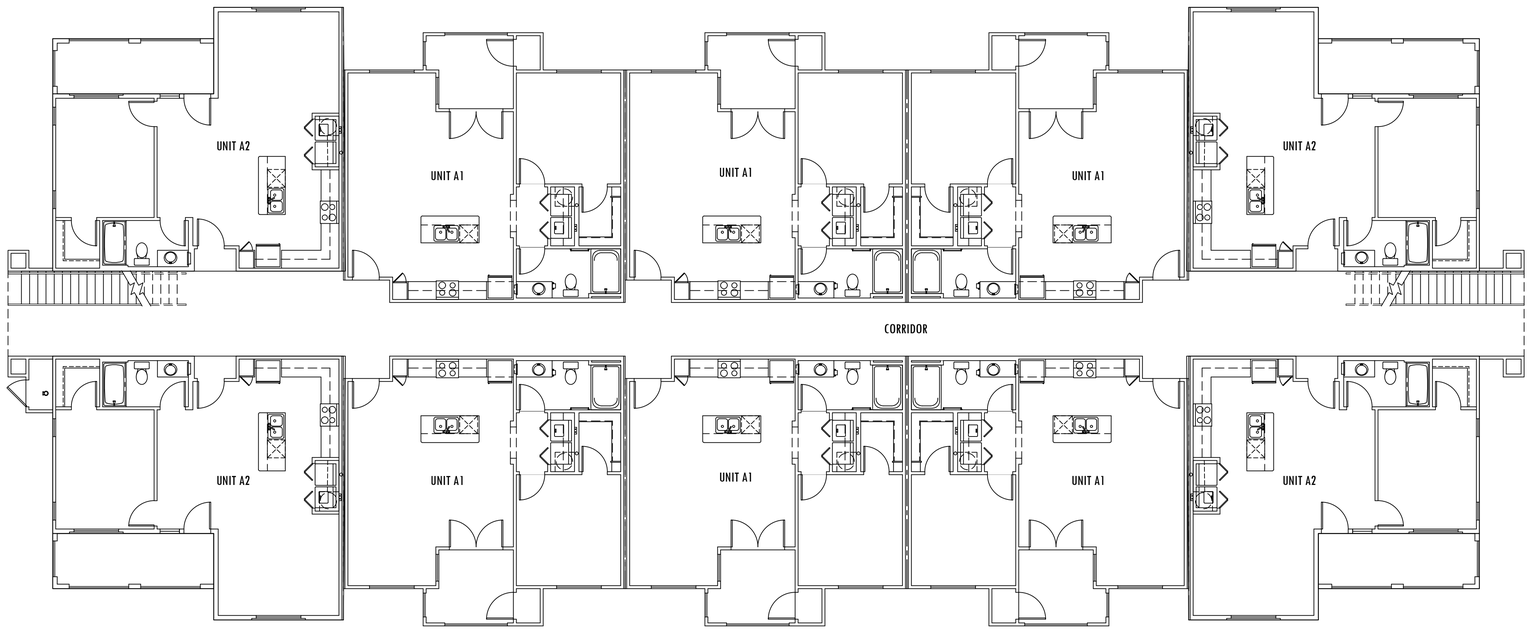


BUILDING TYPE 1 - LEVEL 2

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"

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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ARIZONA, U.S.A.
Expires 3/31/2023

REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.11

BLDG. TYPE 1 FLOOR PLANS
LEVEL 1 & 2

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A311 Bldg_1-Level 1 & 2.dwg USER:rob DATE:Apr, 20 2020 TIME: 02:20 pm

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
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04/20/20
ARIZONA, U.S.A.
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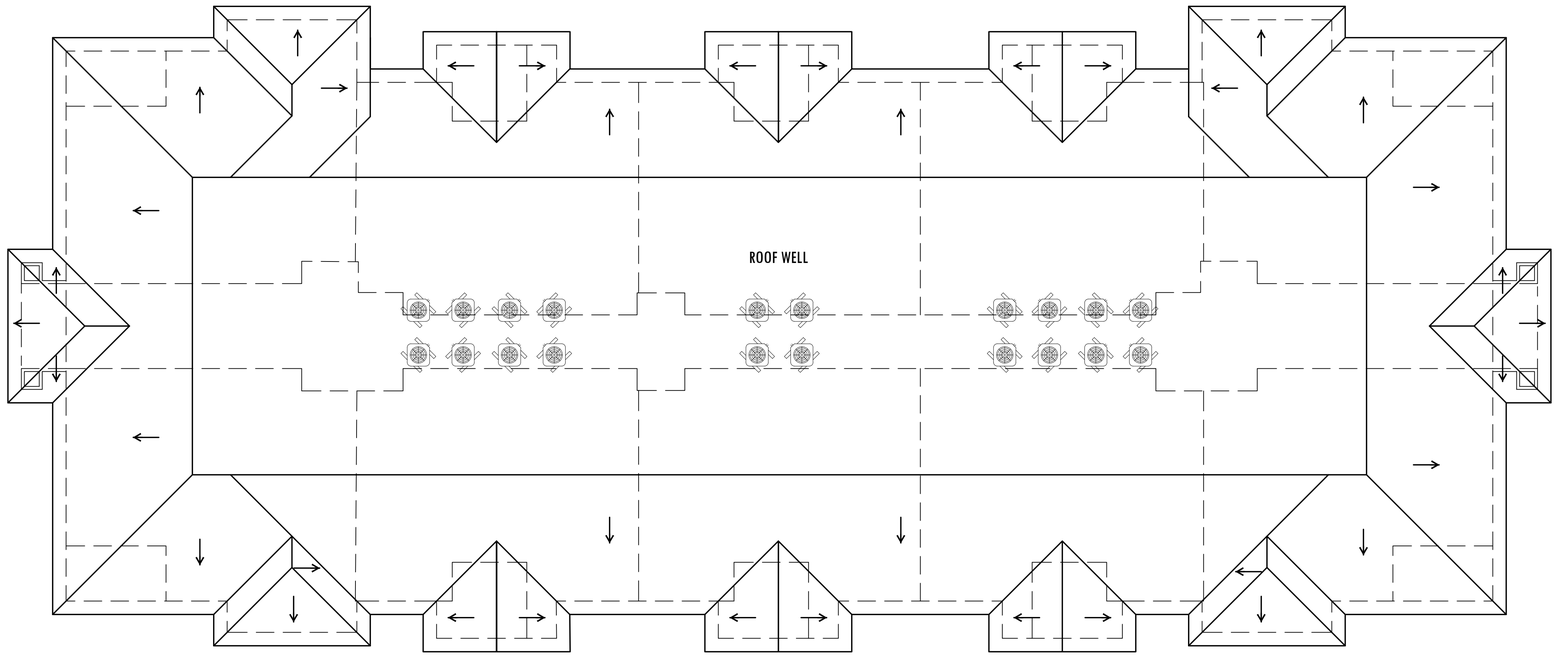


BUILDING TYPE 1 - ROOF PLAN

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

N

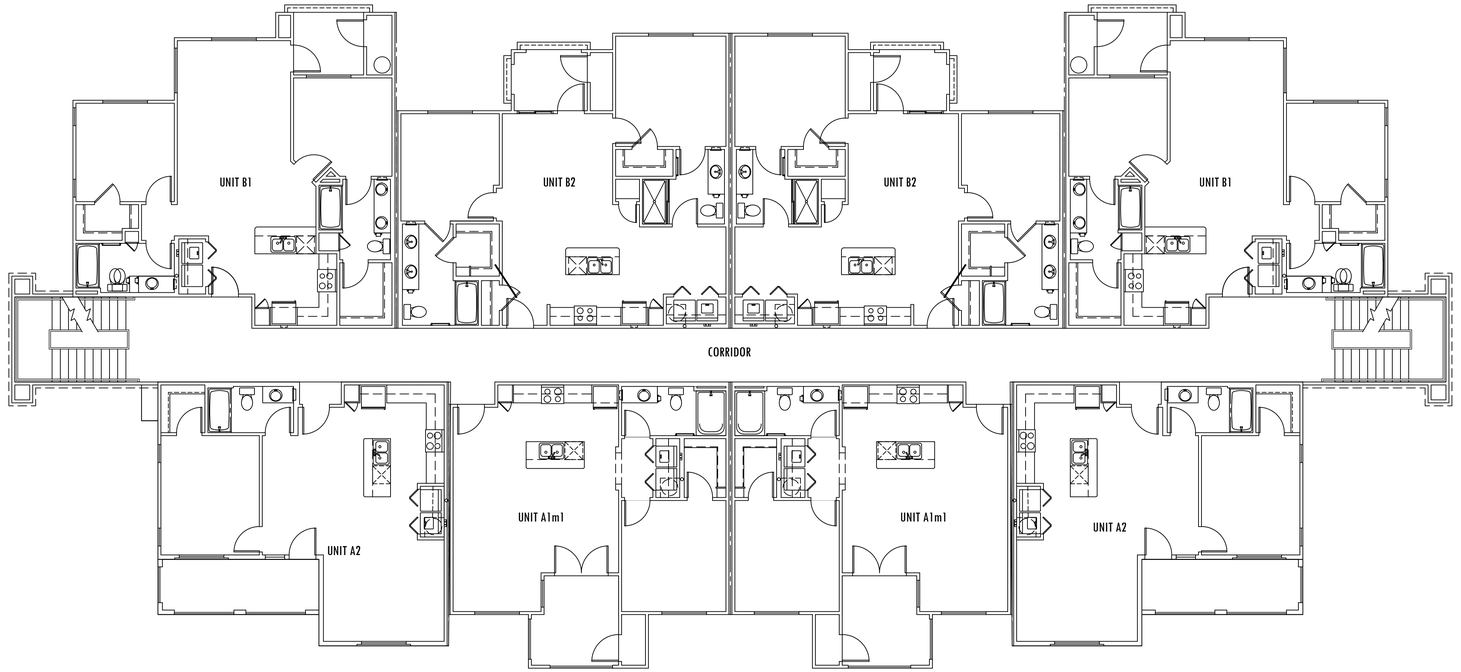
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.12

BLDG. TYPE 1
ROOF PLAN

FILE: \\Orbsvr2016--vm--2\e\data\Orb\ORB Job Files\17-227_IRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A312 Bldg_1-Roof.dwg USER:rob DATE:Apr. 20 2020 TIME: 02:20 pm

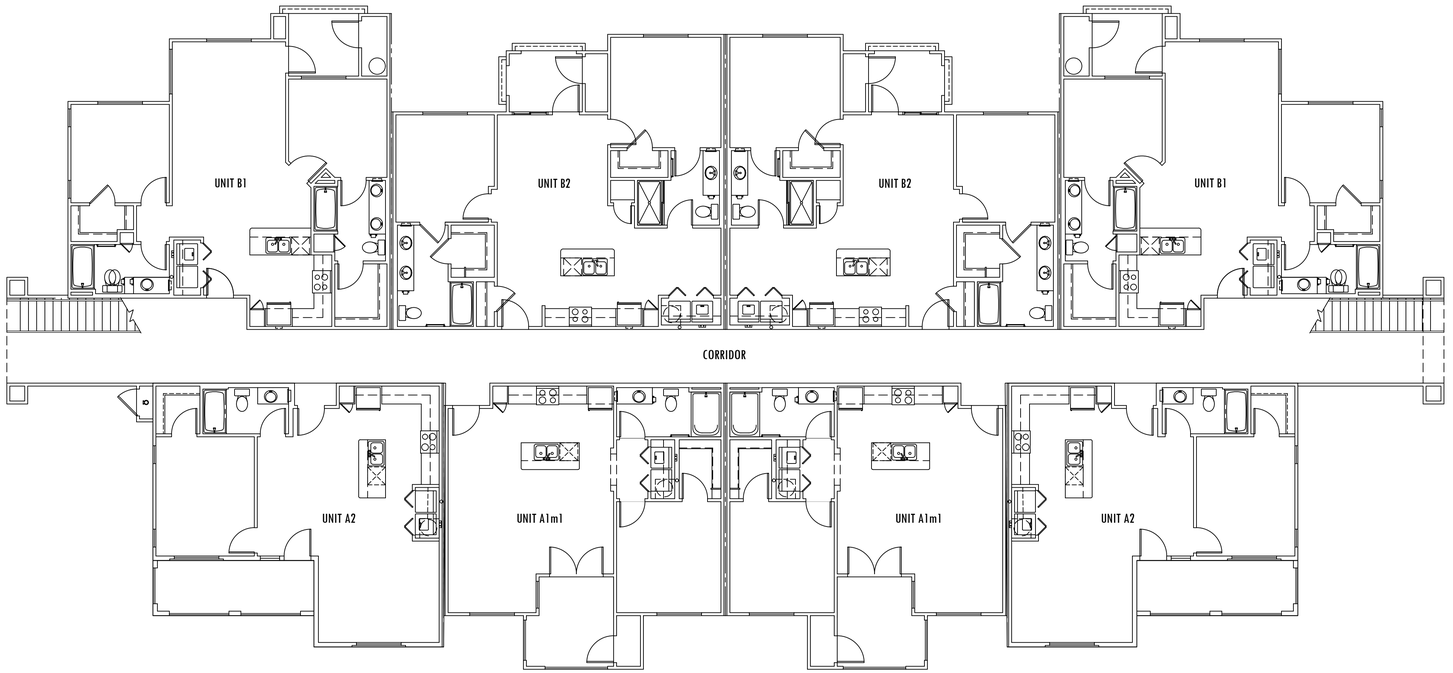


BUILDING TYPE 2 - LEVEL 2

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"

AURA FLAGSTAFF APARTMENTS

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ARIZONA, U.S.A.
Expires 3/31/2023

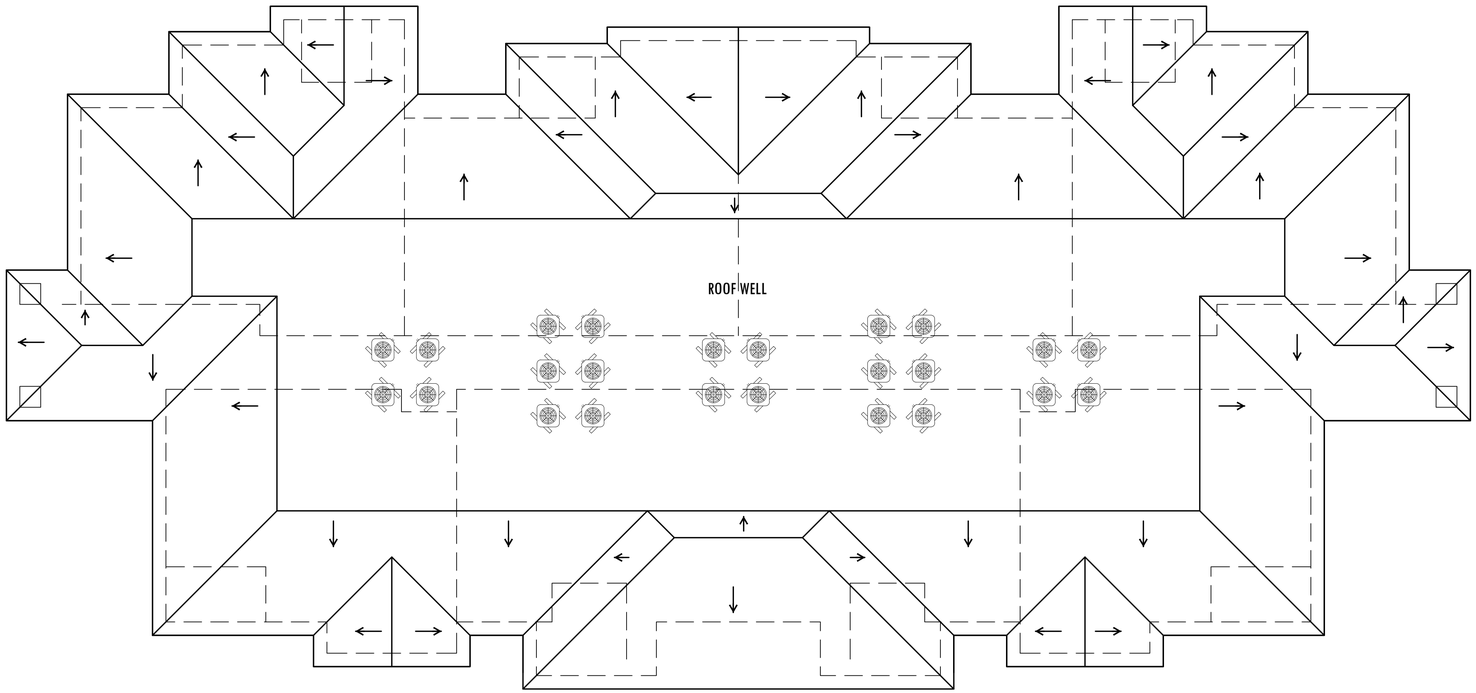
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.21

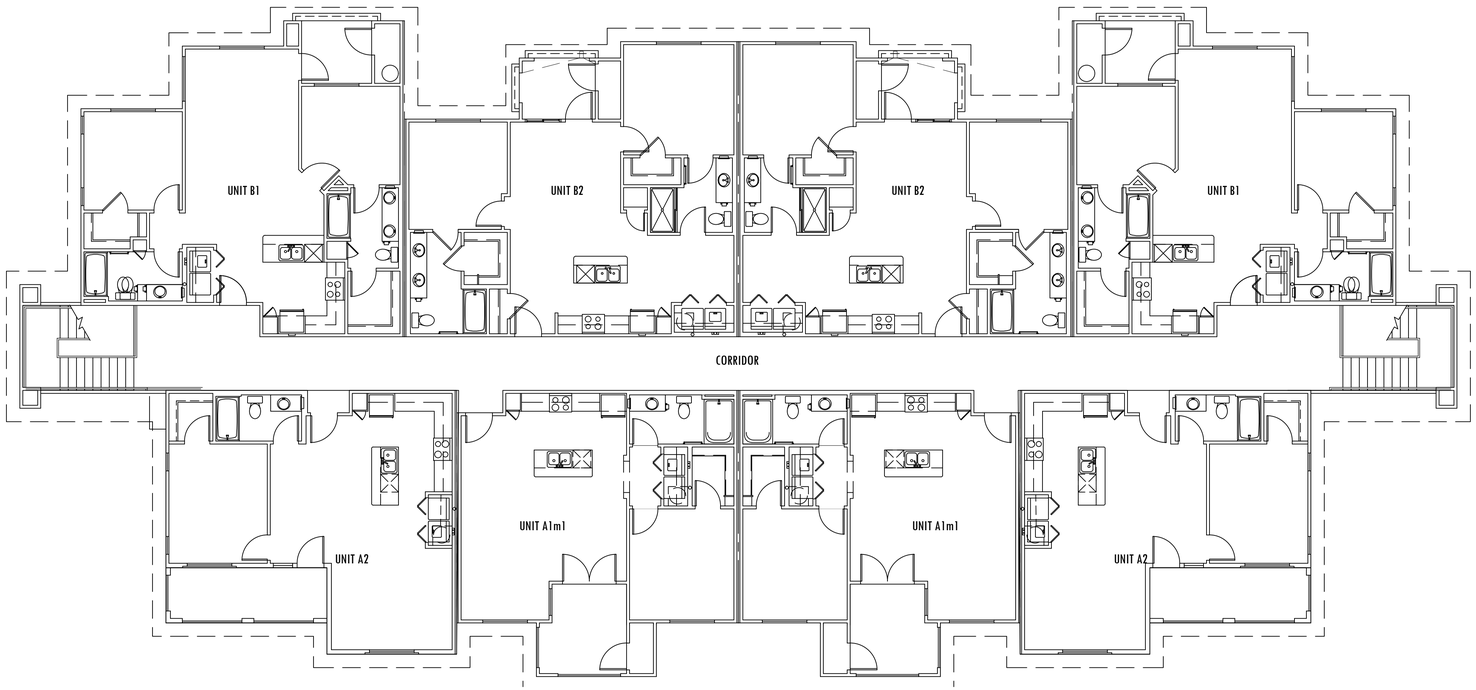
BLDG. TYPE 2 FLOOR PLANS
LEVEL 1 & 2

FILE: \\Orbsv2016--vm--2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A321 Bldg_2-Level 1 & 2.dwg USER:roa DATE:Apr. 20, 2020 TIME: 02:20 pm



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"

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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Expires 3/31/2023

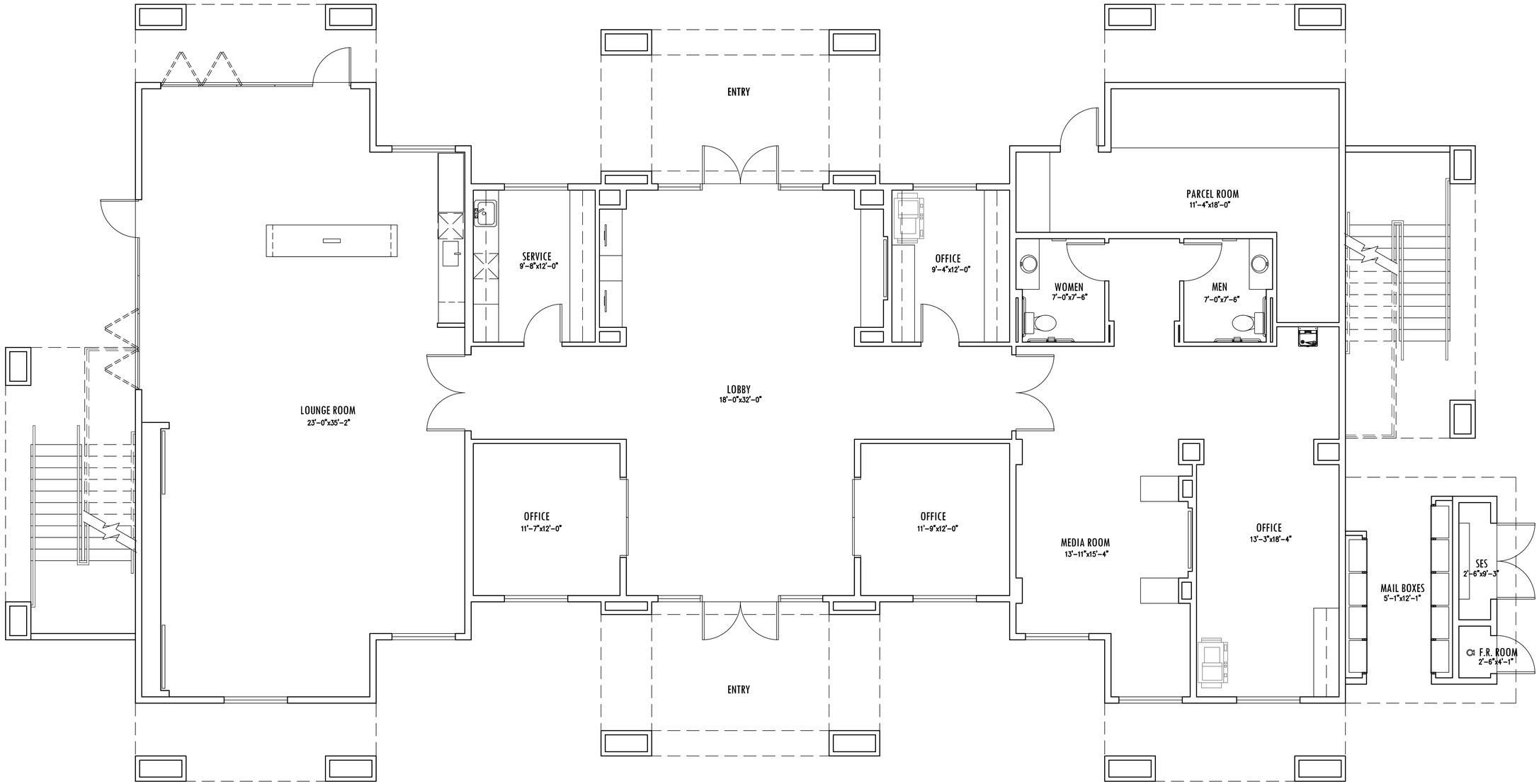
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.22

BLDG. TYPE 2 FLOOR PLANS
LEVEL 3 & ROOF

FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A322 Bldg_2-Level 3 & Roof.dwg USER:rop DATE:Apr. 20 2020 TIME: 02:21 pm



CLUBHOUSE - LEVEL 1

5,485 S.F. GRAND TOTAL

0 | | | 2' 4' 8'

SCALE: 1/4" = 1'-0"

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
04/20/20
ARIZONA, U.S.A.
Expires 3/31/2023

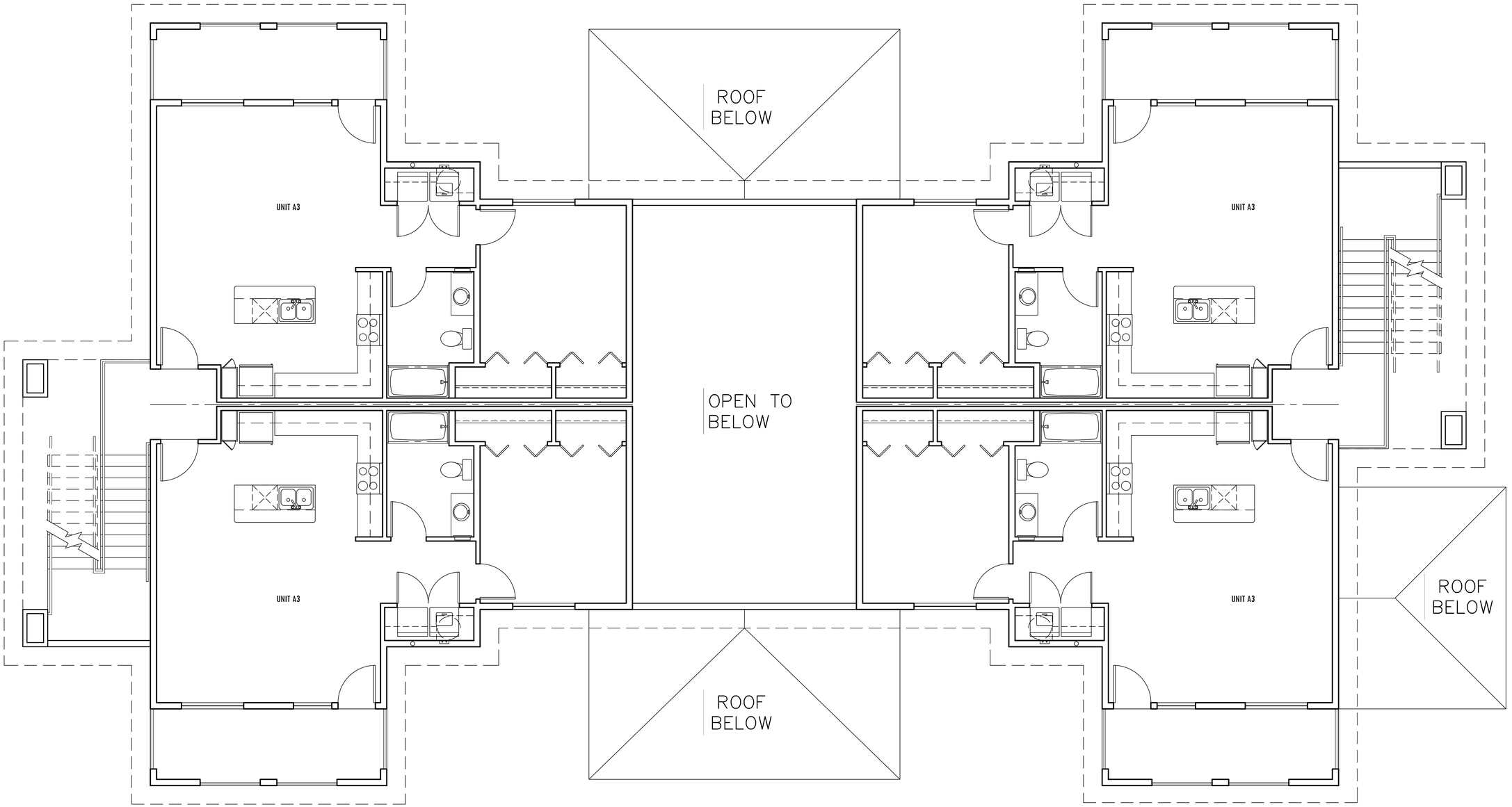
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.51

CLUBHOUSE
FLOOR PLAN

FILE: \\Orbsrv2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A351 Clubhouse.dwg USER: rag DATE: Apr. 20 2020 TIME: 02:21 pm



CLUBHOUSE - LEVEL 2

SCALE: 1/4" = 1'-0"

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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REGISTERED ARCHITECT
CERTIFICATE NO.
15213
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04/20/20
ARIZONA, U.S.A.
Expires 3/31/2023

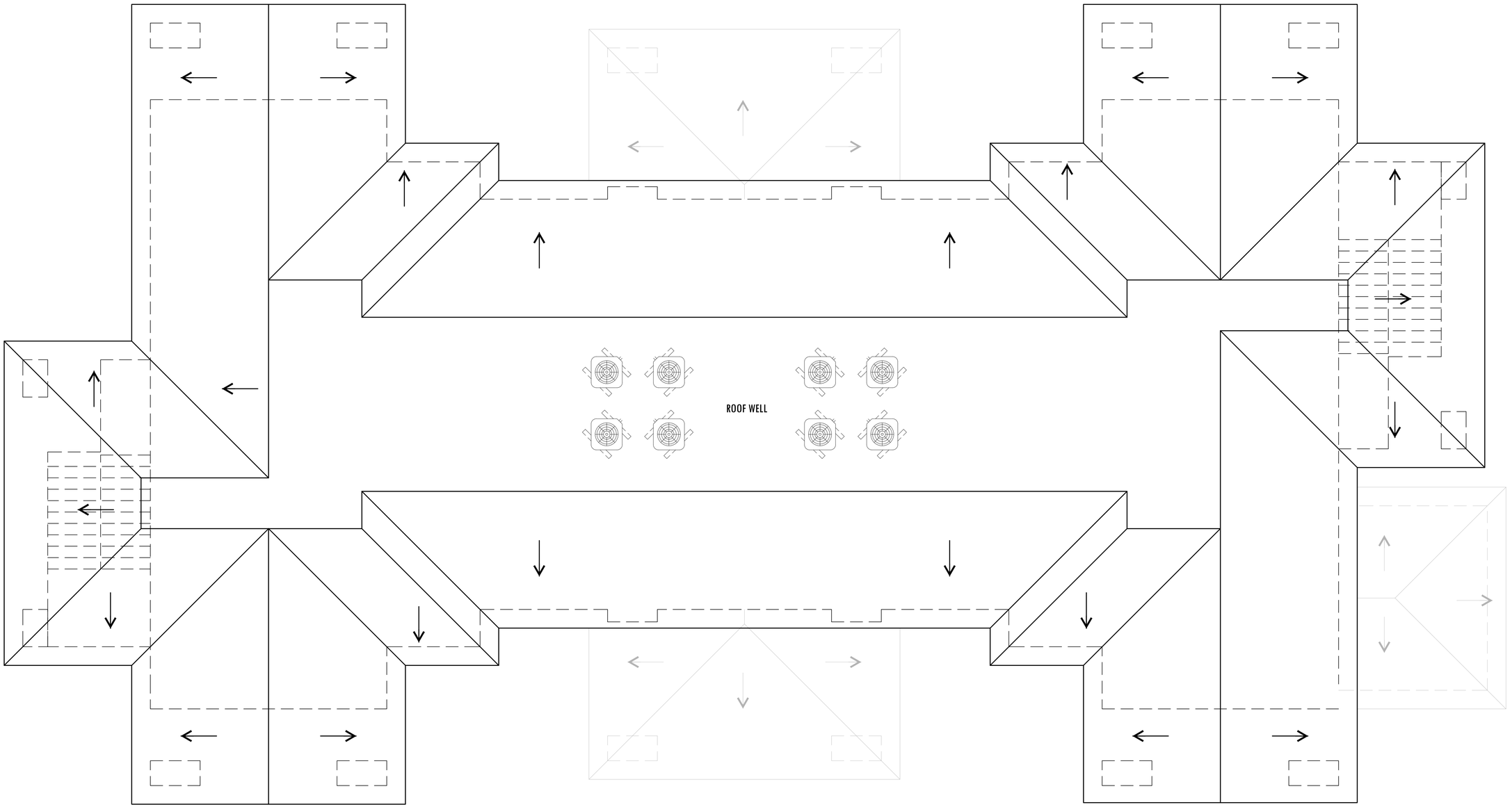
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.52

CLUBHOUSE 2ND LEVEL
FLOOR PLAN

FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A352 Clubhouse_2-Level.dwg USER:roa DATE:Apr. 20 2020 TIME: 02:21 pm



CLUBHOUSE - ROOF

SCALE: 1/4" = 1'-0"

AURA FLAGSTAFF APARTMENTS

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04/20/20
ARIZONA, U.S.A.
Expires 3/31/2023

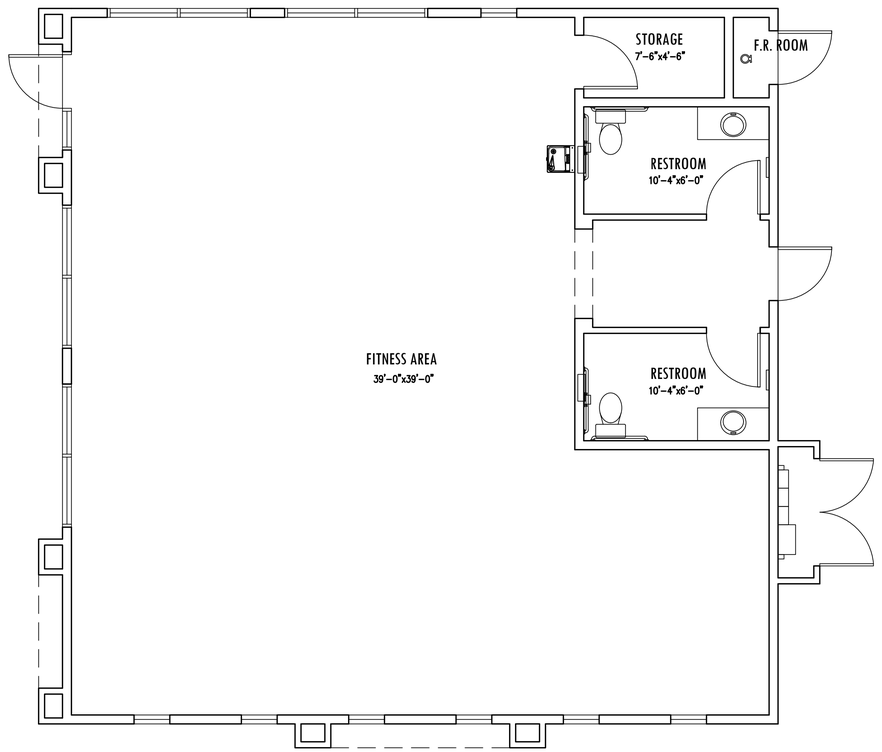
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

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"

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

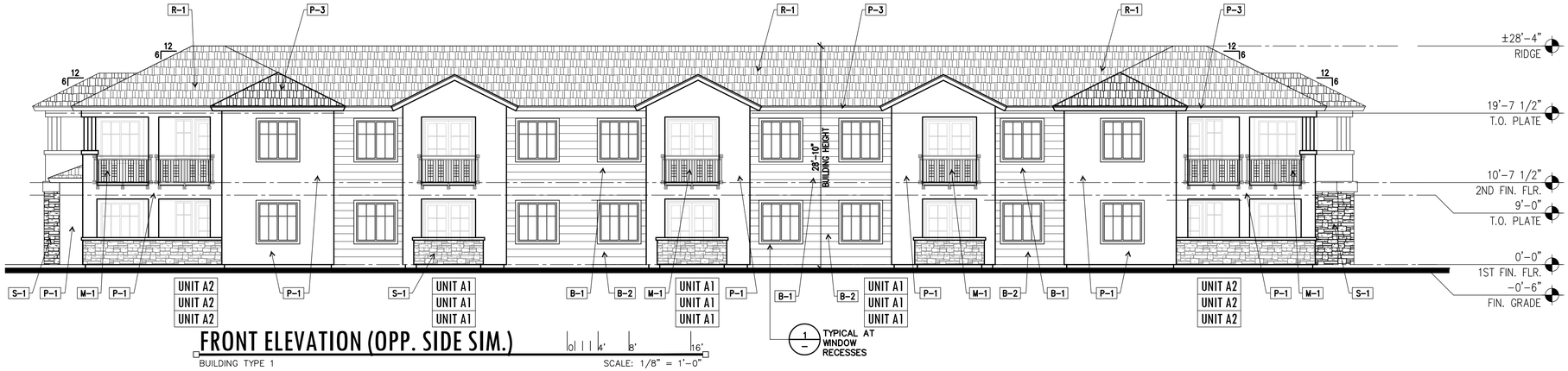
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A3.61

FITNESS
FLOOR PLAN

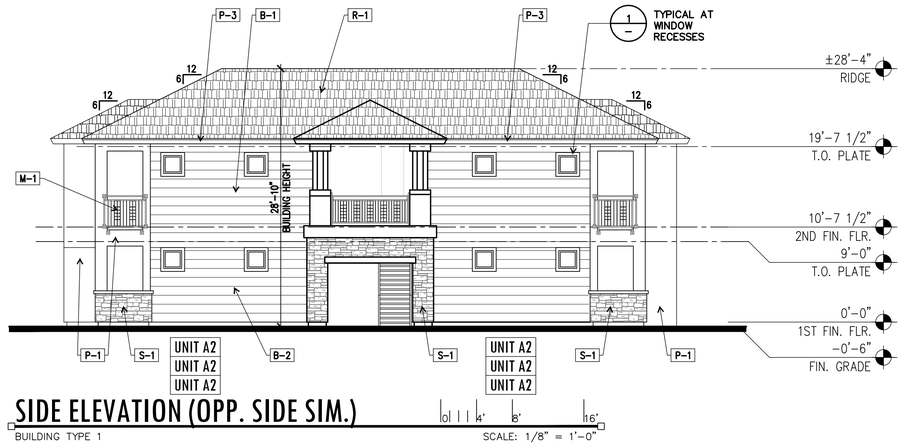
FILE: \\Orbsrv2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A361 Fitness.dwg USER: roa DATE: Apr. 20 2020 TIME: 02:21 pm



FRONT ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 1

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

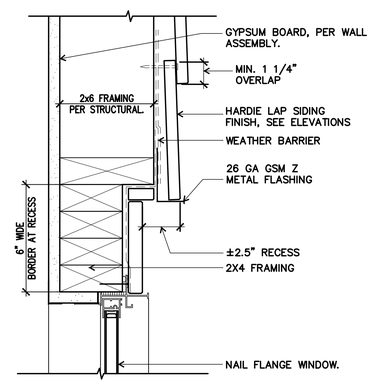
BUILDING TYPE 1

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"

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151 W HIGH COUNTRY TRAIL
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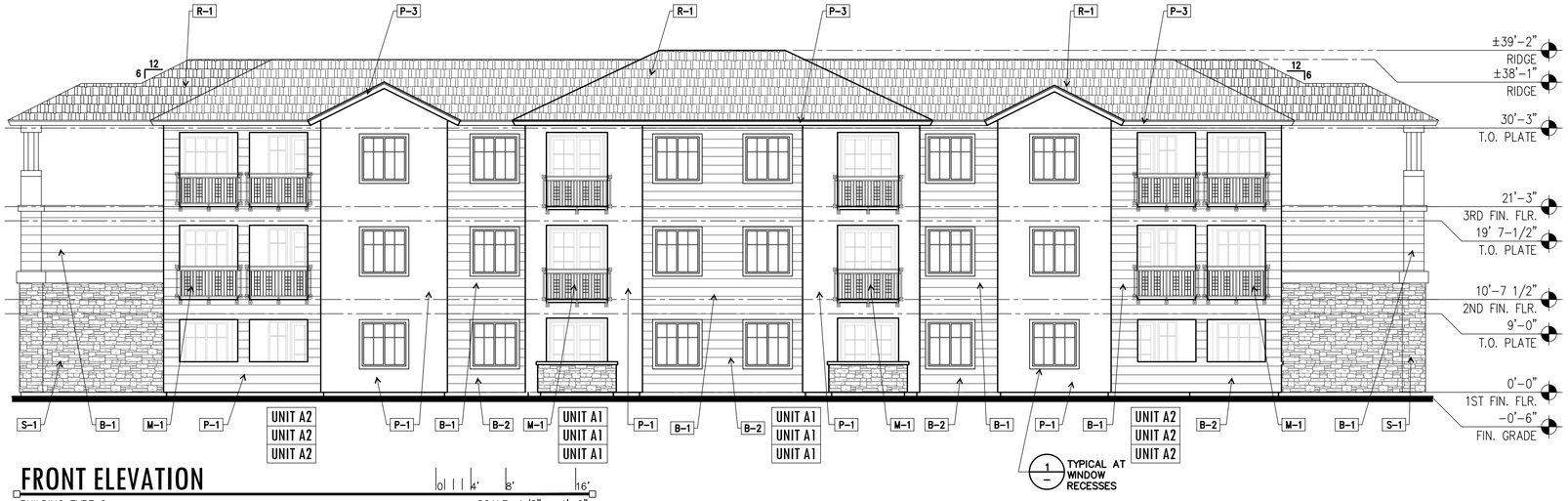
DATE: APRIL 20, 2020 ORB # 17-227

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

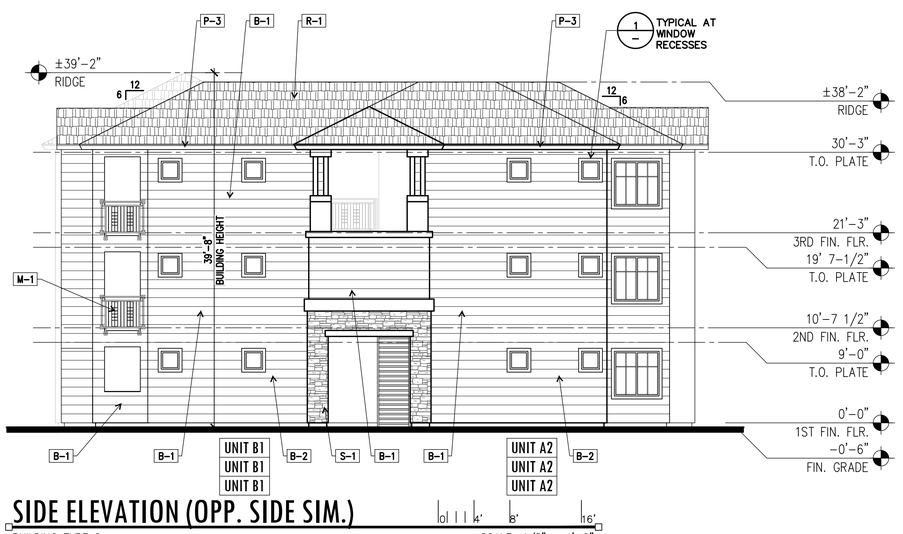
BUILDING TYPE 2

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"

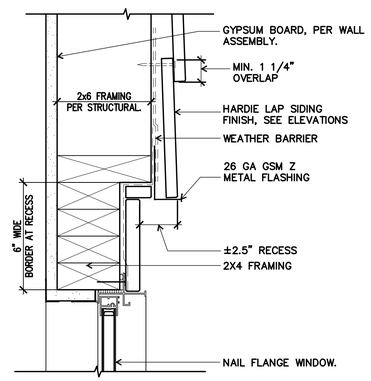
MATERIAL/COLOR KEY NOTES

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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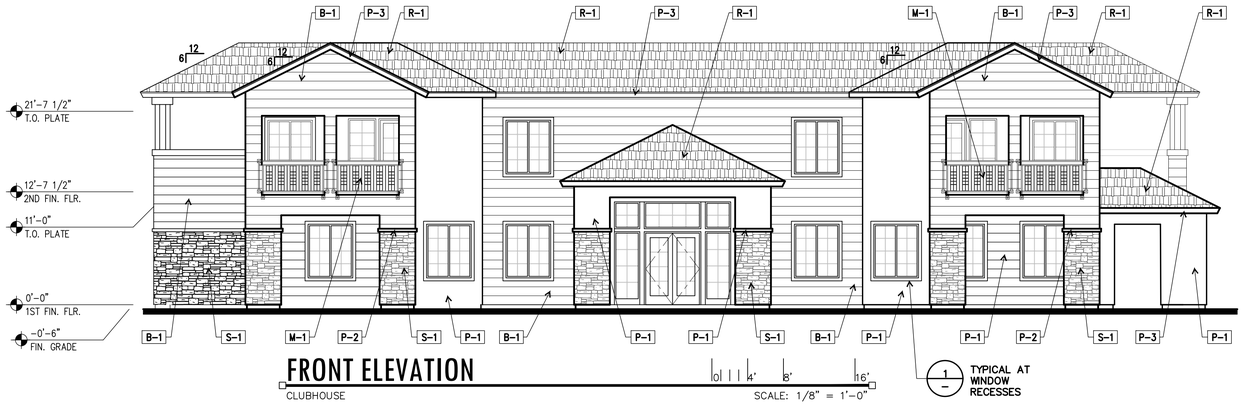
A4.20

BUILDING TYPE 2 ELEVATIONS

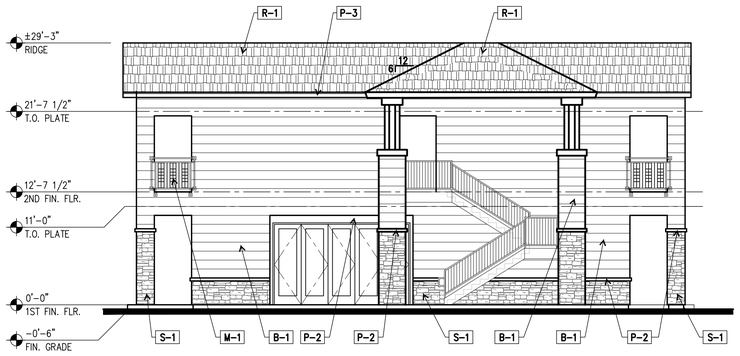
FILE:\\Orbsvr2016--vm--2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A420 Bldg Type 2 Elevs.dwg USER:roa DATE:Apr, 20 2020 TIME: 02:21 pm



FRONT ELEVATION

CLUBHOUSE

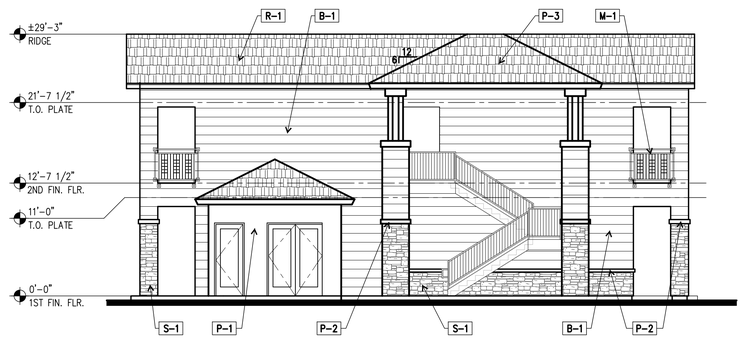
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

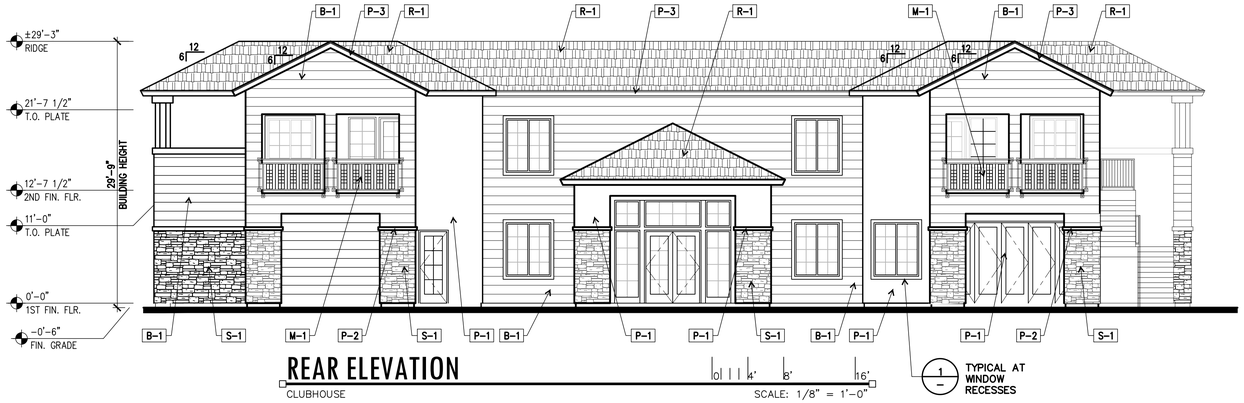
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

SCALE: 1/8" = 1'-0"



REAR ELEVATION

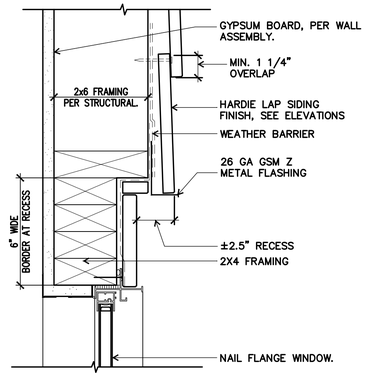
CLUBHOUSE

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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ARIZONA, U.S.A.
Expires 3/31/2023

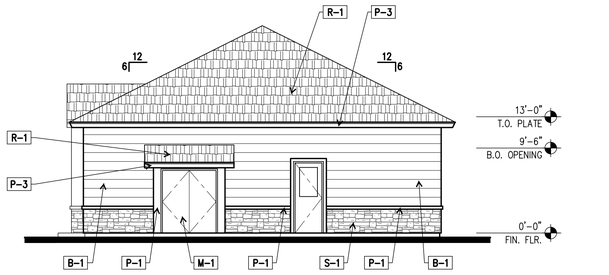
REVISIONS

DATE: APRIL 20, 2020 ORB # 17-227

A4.50

CLUBHOUSE ELEVATIONS

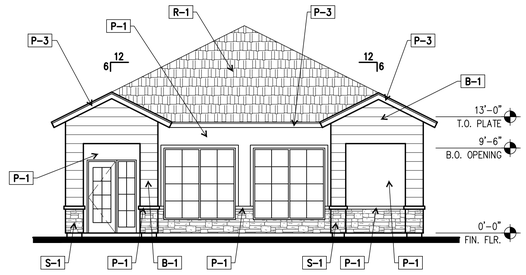
FILE: \\Orbsvr2016-vm-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A450 Clubhouse Elevs.dwg USER:roo DATE:Apr. 20 2020 TIME: 02:21 pm



REAR ELEVATION

FITNESS

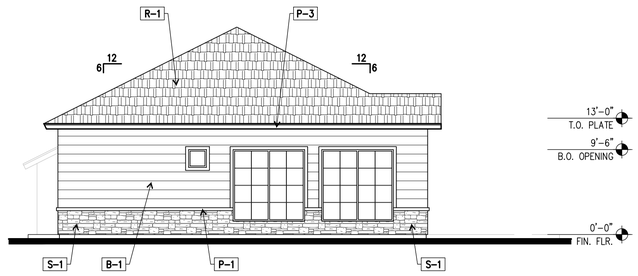
SCALE: 1/8" = 1'-0"



FRONT ELEVATION

FITNESS

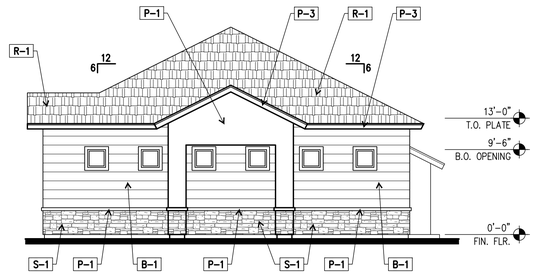
SCALE: 1/8" = 1'-0"



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

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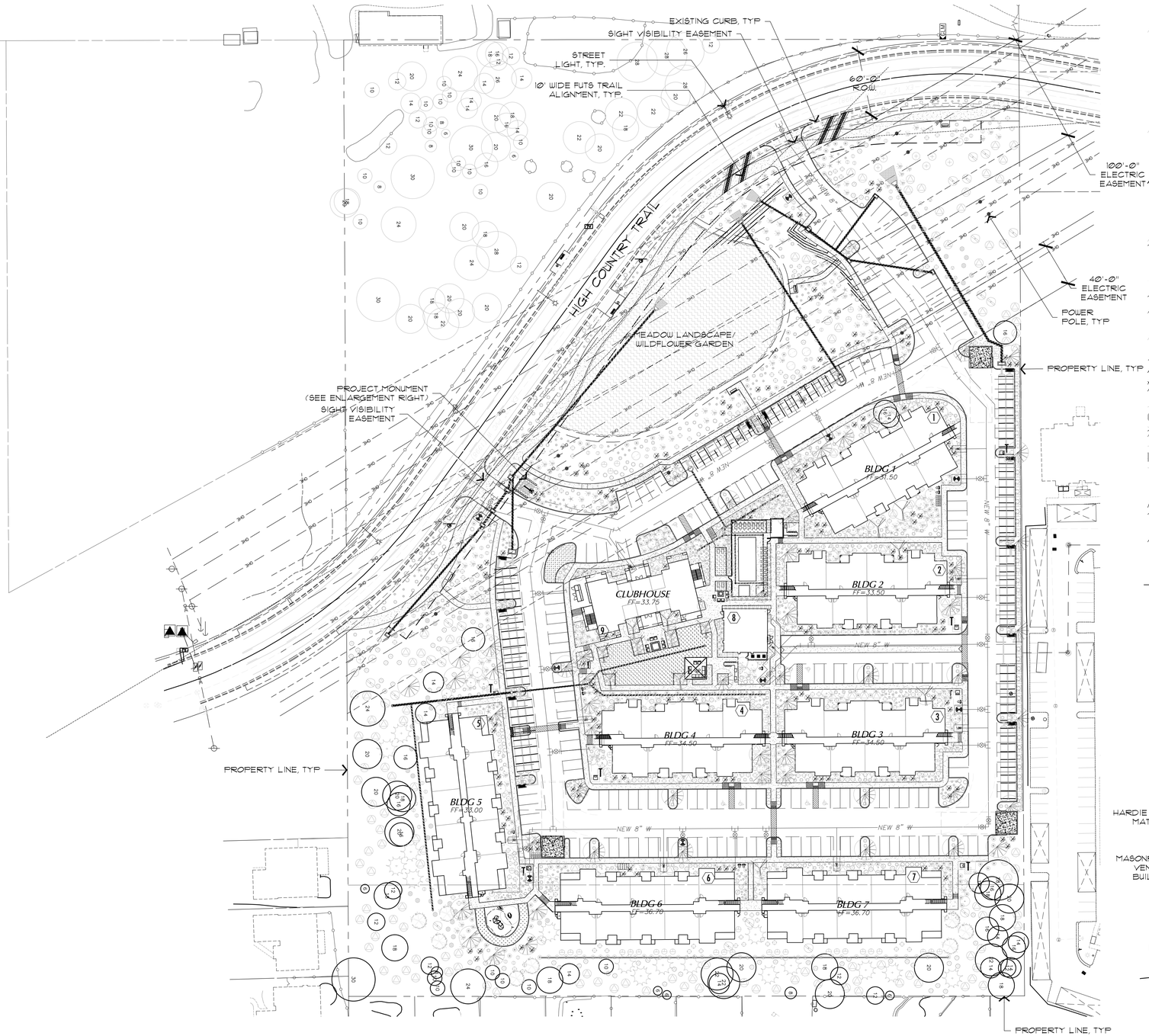
REVISIONS

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

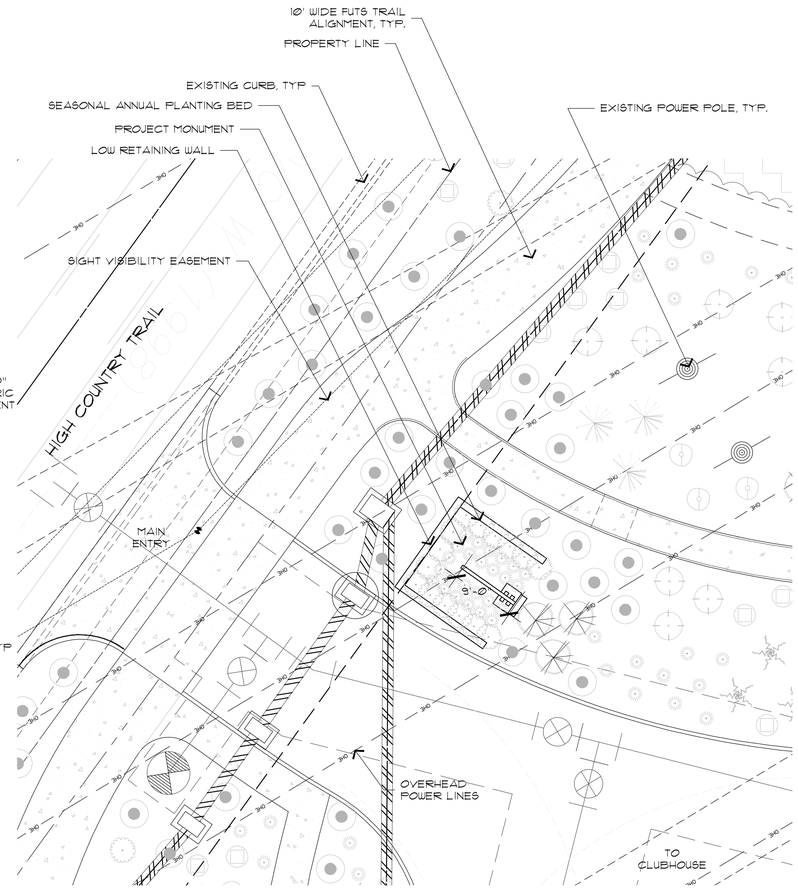


PRELIMINARY SIGNAGE PLAN

SCALE: 1"=50'-0"

0 25' 50' 100' NORTH

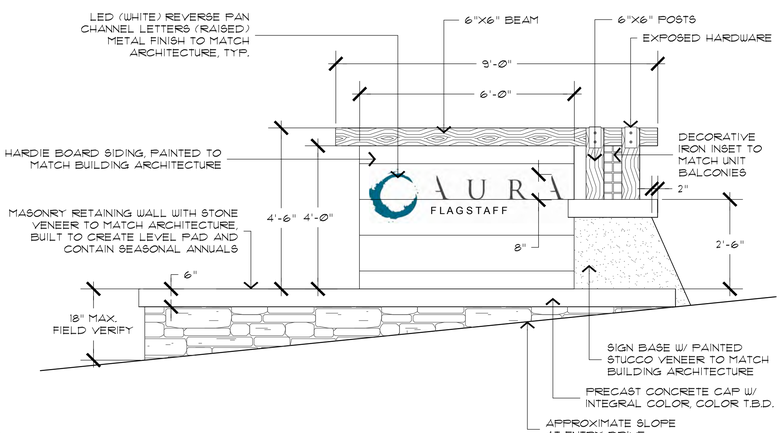
Call at least two full working days before you begin excavation. ARIZONA 811 Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100



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

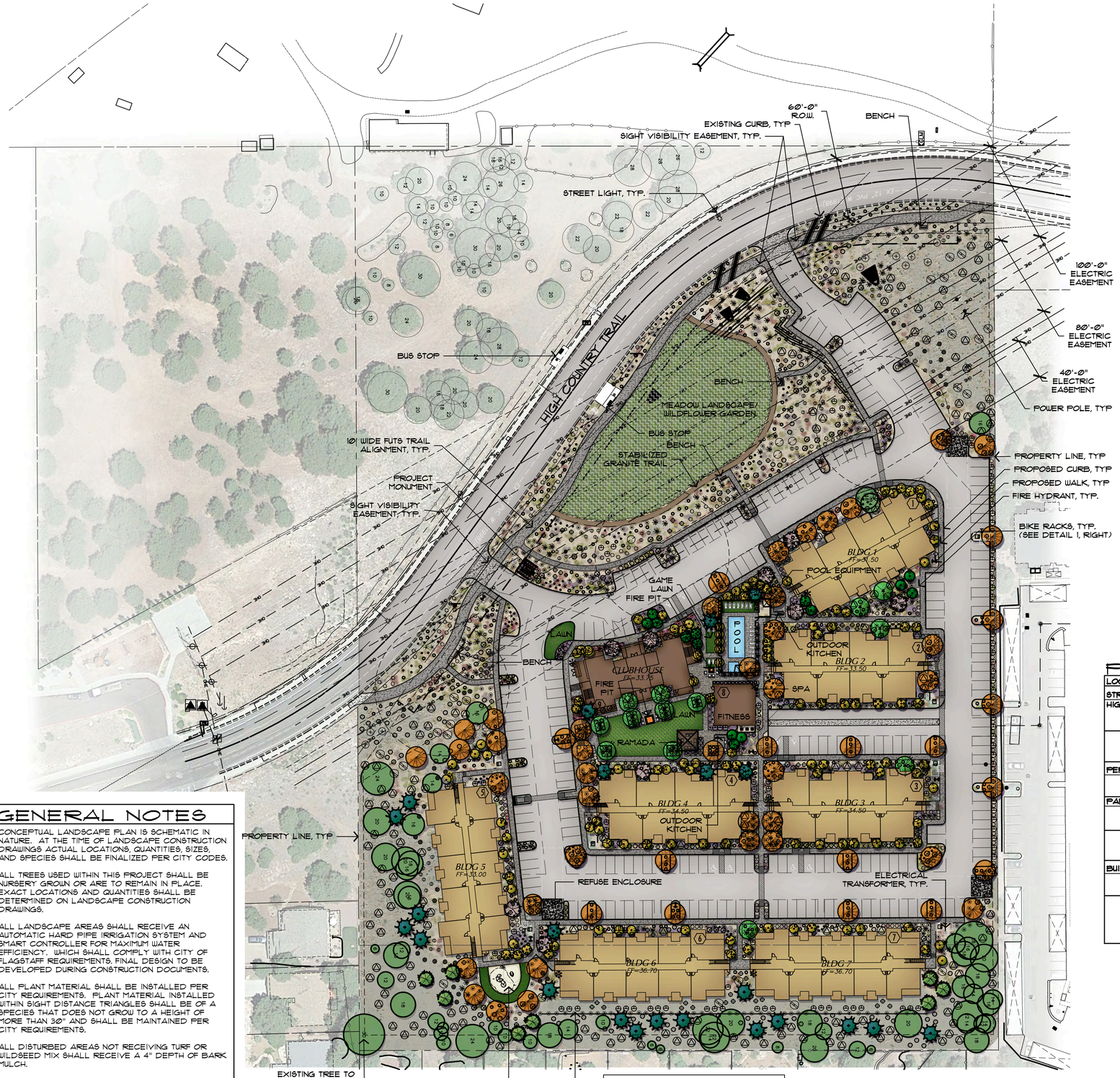
PRELIMINARY
NOT FOR
CONSTRUCTION

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

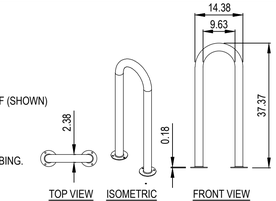
PROJECT DEVELOPER:
TRINSIC RESIDENTIAL GROUP
2944 M. 44TH STREET #160
PHOENIX, AZ 85018
CONTACT: TODD GOSSELINK
TGOSSELINK@TRINSICRES.COM

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:	Frank Higgins, Deputy Police Chief
Date:	05/24/2021
Meeting Date:	06/01/2021

TITLE

Consideration and Possible Direction: Options for a petition to address intentional noise pollution.

STAFF RECOMMENDED ACTION:

No formal action required, information only.

EXECUTIVE SUMMARY:

Background/History:

In October of 2019, a Flagstaff resident emailed the Mayor and Council to express his concerns about unnecessary noise pollution. The resident specifically pointed out a concern about vehicles equipped with “intentionally loud automobile mufflers” and went on to say “I can't count the number of times that I have been assaulted by blasts of noise from cars spewing their deep and threatening engine vibrato. Their abuse can be heard, even felt, from blocks away”.

This email was followed up by a petition to the Flagstaff City Council containing 29 signatures titled “Intentional Noise Pollution”. This petition requested the city council consider the effects of noise pollution on the quality of life in Flagstaff. It asks the council to address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

INFORMATION:

Key Considerations:

There is currently a state law addressing this issue presented by the petition:

ARS§ 28-955. Mufflers; noise and air pollution prevention; emissions control devices; civil penalty; exception

A. A motor vehicle shall be equipped at all times with a muffler that is in good working order and that is in constant operation to prevent excessive or unusual noise.
B. A person shall not use a muffler cutout, bypass or similar device on a motor vehicle on a highway.
C. The engine and power mechanism of a motor vehicle shall be equipped and adjusted to prevent the escape of excessive fumes or smoke.
D. Beginning with motor vehicles and motor vehicle engines of the 1968 model year, motor vehicles and motor vehicle engines shall be equipped with emissions control devices that meet the standards established by the director of environmental quality.
E. A person who violates this section is subject to a civil penalty of at least one hundred dollars.
F. This section does not apply to an electrically powered motor vehicle.

This statute provides the ability to enforce this law against loud vehicles but is very subjective because no upper noise limit (in decibels) has been defined within the statute. Enforcement would be at the officer's discretion and ability to articulate why the vehicle is in violation of the statute.

This type of traffic stop would be a low priority for officers conducting proactive traffic enforcement. While loud exhaust is a nuisance, it is not a causal factor in traffic accidents. Our officers are encouraged to focus their traffic enforcement at frequent collision locations while looking for moving violations that contribute to the cause of accidents. The main purpose of traffic enforcement has always been to reduce the number of collisions to protect the public from harm. Police leadership has asked officers to focus their proactive activity to address life safety issues as opposed to nuisance issues.

In looking through ordinances enacted in other jurisdictions, the trend is to introduce an ordinance which addresses all sources of nuisance noise instead of focusing on a single source. I have attached two ordinances from the City of Tempe and the Town of Gilbert. Both ordinances have language indicating maximum acceptable noise levels for various activities and locations, including vehicle noise, which can be measured with the appropriate equipment.

Another consideration would be who to task with enforcement of a noise ordinance; it can be enforced by personnel in code enforcement or the police department. Both divisions would be able to enforce a nuisance noise ordinance approved by the council.

Community Benefits and Considerations:
Citizens of Flagstaff would be afforded a legal pathway to pursue a complaint against any entity creating loud nuisance noise at a level that detracts from their quality of life within the Flagstaff community.

Financial Implications:
If the council decides to move forward with creation of an ordinance to address noise issues in the city, there would be a need to purchase the proper sound level meters necessary for enforcement. In addition, enforcement personnel will need to attend the necessary training to become certified in its use. Certification, and continued recertification, in the use of a class 1 decibel meter would be necessary for the officer, or code enforcement officer, to testify in court.
The City would have to purchase one or more Class 1 sound level meters. Class 1 sound level meters cost several hundred dollars each. Each sound level meter would need to be calibrated on a regular basis according to the manufacturer's specifications. This could create an additional ongoing cost.

Each person operating the sound level meter for enforcement would need to receive initial training/certification, and continued recertification, prior to its use. Currently, a five day Community Noise Enforcement Certification Course is offered by Rutgers at the Rutgers Noise Technical Assistance Center (RNTAC). This training is offered in a Webex (online) format. The cost for attending the certification training is $625. The recertification class, which is required every 24 months, is $325.

Additional information can be found at: https://envsci.rutgers.edu/rntac/schedule.html.

Options and Alternatives:

1. Create a nuisance noise ordinance to address the petitioner's concerns.
2. Continue to enforce loud vehicle violations with the existing state law.

Attachments/Exhibits:

- City of Tempe noise ordinance
- Town of Gilbert noise ordinance

Attachments: Tempe Noise Ordinance
Gilbert Noise Ordinance

Chapter 20
NOISE[1]

Sec. 20-1. Declaration of policy.

It is hereby declared to be the policy of the City to prohibit unnecessary, excessive and annoying noises from all sources subject to its police power. At certain levels noises are detrimental to the health and welfare of the citizenry and in the public interests shall be systematically proscribed.

(Code 1967, § 19A-l)

Sec. 20-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"A" band level means the total sound level of all noise as measured with a sound level meter using A-weighting network. The unit is the dB(A).

Ambient noise means the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far. For the purpose of this chapter, ambient noise level is the level obtained when the noise level is averaged over a period of fifteen (15) minutes without inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made. Averaging may be done by instrumental analysis in accordance with American National Standard S. 13-1971, or may be done manually as follows:

(1) Observe a sound level meter for five (5) seconds and record the best estimate of central tendency of the indicator needle, and the highest and lowest indications.

(2) Repeat the observations as many times as necessary to ensure that observations are made at the beginning and the end of the fifteen (15) minute averaging period and that there are at least as many additional observations as there are decibels between the highest high indication and the lowest low indication.

(3) Calculate the arithmetical average of the observed central tendency indications.

Decibel means a sound pressure that is twenty (20) times the logarithm to the base 10 of the ratio of the pressure of sound to the reference pressure, 2×10^{-5} Newton/meter^2.

Emergency work means work made necessary to restore property to a safe condition following a public calamity or work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.

Frequency. "Frequency" of a function periodic in time shall mean the reciprocal of the primitive period. The unit is the hertz and shall be specified.

[1]Cross reference(s)—Use of bell, etc., by mobile merchant, Section 24-29Cross reference(s)—.

Impulse noise means a noise of short duration, usually less than one (1) second, with an abrupt onset and rapid decay.

Microbar means a unit of pressure commonly used in acoustics and is equal to one (1) dyne per square centimeter.

Motor vehicles means any self-propelled vehicle operated within the City, including but not limited to licensed or unlicensed vehicles, automobiles, minibikes, go-carts and motorcycles.

Period. "Period" of a periodic quantity shall mean the smallest increment of time for which the function repeats itself.

Periodic quantity means oscillating quantity, the values of which recur for equal increments of time.

Pure tone noise means any noise which is distinctly audible as a single pitch (frequency) or set of pitches as determined by the enforcement officer.

Sound level. "Sound level" (noise level), in decibels (dB) is the sound measured with the A - weighting and slow response by a sound level meter.

Sound level meter means an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels which satisfies the pertinent requirements in American Standard Specifications for Sound Level Meters S1.4-1971 or the most recent revision thereof.

(Code 1967, § 19A-2; Ord. No. 2000.01, 1-20-00)

Sec. 20-3. Violation established.

Any person violating any of the provisions of this chapter is in violation of the ordinances of the City and is subject to enforcement action pursuant to the provisions of this chapter.

(Code 1967, § 19A-11; Ord. No. 2000.01, 1-20-00)

Sec. 20-4. Exemptions.

The following uses and activities shall be exempt from noise level regulations:

(1) Air-conditioning equipment when it is functioning in accord with manufacturer's specifications and is in proper operating condition provided that no unit may cause the noise level measured inside any sleeping or living room inside any dwelling unit to exceed forty-five (45) dB(A) between the hours of 10:00 p.m. and 7:00 a.m., nor fifty-five (55) dB(A) between the hours of 7:00 a.m. and 10:00 p.m.;

(2) Lawn maintenance equipment when it is functioning in accord with manufacturer's specifications and with all mufflers and noise-reducing equipment in use and in proper operating condition;

(3) Nonamplified noises resulting from the activities such as those planned by school, governmental or community groups;

(4) Noises of safety signals, warning devices and emergency pressure relief valves;

(5) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

(6) Noises resulting from emergency work as defined in Section 20-2;

(7) All noises coming from the normal operations of railroad trains;

(8) Noises of church chimes; and

(9) Power plant equipment during normal operation provided that no plant equipment may cause the noise level measured inside any sleeping or living room inside any residential dwelling unit to exceed forty-five (45) dB(A) between the hours of 10:00 p.m. and 7:00 a.m., nor fifty-five (55) dB(A) between the hours of 7:00 a.m. and 10:00 p.m.

(Code 1967, § 19A-10; Ord. No. 2000.01, 01-20-00)

Sec. 20-5. Measurement criteria.

For the purpose of enforcement of the provisions of this chapter, noise level shall be measured on the A-weighted scale with a sound level meter satisfying at least the applicable requirement for Type 1 sound-level meters as defined in American National Standard S 1.4-1971 or the most recent revisions thereof. The meter shall be set for slow response speed, except that for impulse noises or rapidly varying sound levels, fast response speed may be used. Prior to measurement, the meter shall be verified, and adjusted to ±0.3 decibel by means of an acoustical calibrator.

(Code 1967, § 19A-3)

Sec. 20-6. Allowable noise levels.

(a) It is unlawful for any person to create any noise which would cause the noise level measured at either the property line or the area of the property affected by the noise emission to exceed the following community noise standards:

Zone	Time	Noise Standard dB(A)
Residential	10:00 p.m.—7:00 a.m.	45
	7:00 a.m.—10:00 p.m.	55
Commercial	10:00 p.m.—7:00 a.m.	55
	7:00 a.m.—10:00 p.m.	65
Industrial	10:00 p.m.—7:00 a.m.	60
	7:00 a.m.—10:00 p.m.	70

(b) If the measurement location is on a boundary between two (2) zoning districts, the lower noise standard shall apply.

(c) If the ambient noise level in a residential zoned location is measured and found to be forty (40) dB(A) or less between the hours of 10:00 p.m. and 7:00 a.m., then the actual ambient noise level will be community noise standard.

(d) If the ambient noise level in any zoning district is measured and found at any time to be in excess of the community noise standards described in subsection (a) of this section, then the actual ambient noise level will be the community noise standard.

(e) A noise level which exceeds the community noise standard by five (5) dB(A) or more, when measured at the affected area, the nearest property line, or, in the case of multiple-family residential buildings, when measured anywhere in one (1) dwelling unit with respect to a noise emanating from another dwelling unit or from common space in the same building, shall be deemed a prima facie violation of this chapter.

(Code 1967, § 19A-4, Ord. No. 2000.01, 1-20-00)

Sec. 20-7. Special noise sources.

(a) *Residential zones.*

(1) It shall be unlawful for any person, other than law enforcement personnel or government agencies acting within the scope of their employment, to install, use or operate within any residential zone of the City, a loudspeaker or sound-amplifying device or equipment in a fixed or movable position, on public property including any public right-of-way, without first obtaining a temporary permit from the special events task force.

(2) The special events task force shall consider applications for permits for the use of a loudspeaker or sound-amplifying device as follows:

a. Each applicant for a permit to use or operate a loudspeaker or sound-amplifying device or equipment shall submit a complete special events permit application to the City Special Events Office at least ten (10) days prior to the date upon which such loudspeaker or sound-amplifying device or equipment is to be used or operated. Such application shall state the specific location, date and hours for the proposed use, and the volume of sound proposed to be used measured by decibels.

b. The issuance of a permit shall not be denied to any applicant who complies with the provisions of this section, except for the reasons specified in this article or for failure to remit payment of fees.

(3) The special events task force shall not issue a permit for a loudspeaker or sound-amplifying device or equipment as follows:

a. In any location within fifty (50) feet of a school, courthouse, place of worship, hospital or similar institution;

b. In any location where the special events task force determines that the conditions of vehicular, pedestrian travel or both, would constitute a threat to health, safety or welfare; or, would interfere with pedestrian or motor vehicle travel;

c. In any location in which overcrowding, street repair or other physical conditions exist that would deprive the public of safe, comfortable, convenient or peaceful enjoyment of any public property;

d. In any vehicle while in transit; or

e. Between the hours of 10:00 p.m. and 7:00 a.m.

(4) The following activities shall be exempted from the provisions of this section:

a. Warning devices for the protection of public safety, as used for that purpose;

b. Activities conducted on public or private school grounds;

c. Public health and safety activities conducted by public utilities, transportation, flood control, construction or maintenance operations that are serving the public interest, as otherwise authorized by the City;

d. Any mechanical device, apparatus or equipment used for or in relation to emergency machinery or vehicle work that is otherwise authorized by the City;

e. Testing of emergency signaling devices or systems, conducted during the hours of 8:00 a.m. and 8:00 p.m.;

f. Any activity to the extent that such activity is preempted and regulated by state or federal law; and,

g. Any outdoor public gathering or celebration involving the use of city owned properties that involve but are not limited to any of the following: entertainment; dancing; music; dramatic productions; athletic tournaments; amusements, festivals or carnivals; sale of merchandise, food or alcohol, including sidewalk sales; parades, walks, bicycle rides or runs; any temporary extension of premises of an existing use; or, any other activity requiring a special events permit as defined in Section 5-2 of this Code.

(b) *Non-residential zones.* It shall be unlawful for any person to create any noise on any street, sidewalk or public place adjacent to any school, institution of learning or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital; provided that conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church or hospital; or that is detrimental to the health, safety and welfare of the public in a manner including but not limited to, a use or operation that diverts the attention of pedestrians or vehicle operators in public streets, parks and places.

(Code 1967, § 19A-5; Ord. No. 2000.01, 1-20-00; Ord. No. 2013.37, 7-30-13)

Sec. 20-8. Construction of buildings and projects.

(a) *General provisions.* It shall be unlawful for any person to operate equipment or perform any outside construction or repair work on buildings, structures or projects, or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist or any other construction-type device, except within the time periods specified herein, or if the noise level created thereby is in excess of the applicable community noise standard by five (5) dB(A) at either the nearest property line or the affected area of the property unless written authorization has been obtained beforehand from the City Manager or his duly authorized representative.

(b) *Start/Stop Times:*

(1) *Concrete.* From April 15 to October 15 inclusive, concrete may be poured, and concrete mixing trucks may be idled, each day between the hours of 5:00 a.m. and 7:00 p.m. or at such other times pursuant to written authorization. From October 16 to April 14 inclusive, concrete may be poured, and concrete mixing trucks may be idled, each day between the hours of 6:00 a.m. to 7:00 p.m. or at such times pursuant to written authorization.

(2) *All other construction/residential zones in or within five hundred (500) feet.* From April 15 to October 15 inclusive, all other construction or repair work shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. each day in or within five hundred (500) feet of a residential zone or at such other times pursuant to written authorization. From October 16 to April 14 inclusive, all other construction or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. each day in or within five hundred (500) feet of a residential zone or at such other times pursuant to written authorization.

(3) *Commercial and industrial zones.* Construction and repair work in commercial and industrial zones not within five hundred (500) feet of a residential zone shall not begin prior to 5:00 a.m. and must stop by 7:00 p.m. or it may be conducted at such other times pursuant to written authorization.

(c) *Weekends and holidays excluded.* Notwithstanding the foregoing, construction or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. and concrete pouring should not begin prior to 6:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or holiday, unless such other times are allowed by written authorization.

(d) *Written authorization.* Construction and repair work may be conducted at different times and at higher noise levels than otherwise permitted herein if written authorization is obtained beforehand from the City Manager or his authorized representative. In granting such authorization, the City Manager or his authorized

representative shall consider if construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime because of different population levels or different neighboring activities; if obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; if the kind of work to be performed emits noises at such a low level as to not cause significant disturbance in the vicinity of the work site; if the neighborhood of the proposed work site is primarily residential in character wherein sleep could be disturbed; if great economic hardship would occur if the work was spread over a longer time; if the work will abate or prevent hazard to life or property; if the proposed early morning or night work is in the general public interest, and he shall prescribe such conditions, working times, types of construction equipment to be used and permissible noise emissions as he deems to be required in the public interest. No written authorization shall be required to perform emergency work as defined in Section 20-2.

(e) *Revocation of written authorization; appeal.* The City Manager or his authorized representative may revoke any written authorization granted hereunder upon complaints based upon substantial evidence that the construction activity causes significant disturbance in the vicinity of the work site. Any person aggrieved by the granting of written authorization or the refusal to grant written authorization by the City Manager or his authorized representative may appeal the decision to the City Council who shall hear such appeal at the next regularly scheduled meeting of the City Council.

(f) *Stop orders.* Whenever any work on a construction project is in violation of the provisions of this section, the Community Development Director or his authorized representative, or, in the case of engineering projects, the Engineering and Transportation Director or his authorized representative, may order the construction project stopped by notice in writing served on any persons responsible for the project, and any such persons shall forthwith stop work on the project until authorized by the Community Development Director or the Engineering and Transportation Director to proceed with such work.

(Code 1967, § 19A-6; Ord. No. 696.3, 6-20-85; Ord. No. 86.46, § 1, 6-19-86; Ord. No. 2000.01, 1-20-00; Ord. No. 2001.17, 7-26-01; Ord. No. 2010.02, 2-4-10; Ord. No. O2019.03 , § 11, 2-28-19)

Sec. 20-9. Vehicles.

(a) It shall be unlawful for any person within any residential area of the City to repair, rebuild or test any motor vehicle (between the hours of 10:00 p.m. of one day and 7:00 a.m. of the next day) in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance.

(b) No person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle based on a distance of fifty (50) feet from the center of the lane or travel within the speed limits specified in this section:

	Speed limit of 35 mph or less	Speed limit of more than 35 mph
(1) Any motor vehicle with a manufacturer's gross vehicle weight rating of 6,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motor-cycle other than a motor-driven cycle……	88 dB(A)	92-dB(A)
(2) Any other motor vehicle and any combination of vehicles towed by such motor vehicles.	82 dB(A)	86 dB(A)

(Code 1967, § 19A-7)

Sec. 20-10. Aircraft.

(a) It will be unlawful for any person to operate or cause to be operated any type of aircraft which produces a noise level exceeding 86 dB(A) within the City.

(b) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instruction used pursuant to and within the duly adopted federal air regulations shall be exempt from the provisions of subsection (a) of this section as well as the other regulations of this chapter. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations shall also be exempt from the provisions of subsection (a) of this section as well as the other regulations of this chapter.

(Code 1967, § 19a-8)

Sec. 20-11. Unnecessary noise.

(a) Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person without justification to make or continue, or cause or permit to be made or continued, any unnecessary, excessive or offensive noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

(b) The factors which will be considered in determining whether a violation of the provisions of this section exists will include, but not be limited to, the following:

(1) The volume of noise;

(2) The intensity of the noise;

(3) Whether the nature of the noise is usual or unusual;

(4) Whether the origin of the noise is natural or unnatural;

(5) The volume and intensity of the background noise, if any;

(6) The proximity of the noise to residential sleeping facilities;

(7) The nature and zoning of the area within which the noise emanates;

(8) The density of the inhabitation of the area within which the noise emanates;

(9) The time of the day or night the noise occurs;

(10) The duration of the noise;

(11) Whether the noise is recurrent, intermittent or constant;

(12) Whether the noise is produced by a commercial or noncommercial activity;

(13) Whether it is a pure tone noise; or

(14) Whether it is an impulse noise.

(Code 1967, § 19A-9; Ord. No. 2000.01, 1-20-99)

Sec. 20-12. Commencement of action, citation, contents.

An action under this chapter shall be commenced by delivering a citation to the occupant of the property where the violation has occurred, the owner of record, or any person responsible for the violation.

(Ord. No. 2000.01, 1-20-00; Ord. No. 2000.13, 3-30-00; Ord. No. 2001.17, 7-26-01; Ord. No. 2002.35, 8-8-02)

Sec. 20-13. Repealed.

(Ord. No. 2000.01, 1-20-00; Ord. No. 2000.13, 3-30-00; Ord. No. 2002.35, 8-8-02)

Sec. 20-14. Repealed.

(Ord. No. 2000.01, 1-20-00; Ord. No. 2000.13, 3-30-00; Ord. No. 2001.17, 7-26-01; Ord. No. 2002.35, 8-8-02)

Sec. 20-15. Civil fines and penalties imposed.

(a) The civil fine/penalty for violating any provision of this chapter shall be not less than one hundred dollars ($100.00) nor more than one thousand dollars ($1,000.00).

(b) In addition to the amount of the fine imposed under subsection (a) above, there is imposed a default penalty in the amount of fifty dollars ($50.00) should the defendant fail to appear and answer for a violation of this chapter within the time period stated on the citation or fails to appear at the time and place set by the court for a matter arising under this chapter.

(c) The court may enforce collection of delinquent fines, fees, reinspection fees, and penalties as may be provided by law. In addition, any judgment for a civil sanction imposed pursuant to this Code shall constitute a lien against the real property of the owner of the property where the violation occurred. The lien may be perfected by recording a copy of the judgment under seal of the City of Tempe with the Maricopa County Recorder. Any judgment for civil sanction pursuant to this Code may be collected as any other civil judgment.

(Ord. No. 2000.01, 1-20-00)

Sec. 20-16. Repealed.

(Ord. No. 2000.01, 1-20-00; Ord. No. 2000.13, 3-30-00; Ord. No. 2002.35, 8-8-02)

Sec. 20-17. Each day separate violations.

Each day that a violation of this chapter is permitted to continue or occur by the defendant shall constitute a separate offense subject to separate citation pursuant to the provisions of this chapter.

(Ord. No. 2000.01, 1-20-00)

Sec. 20-18. Habitual offender.

A person who commits a violation of this chapter after having previously been found responsible by the court on three (3) separate occasions for committing a civil violation of this chapter within a twenty-four (24) month period, whether by admission, by payment of the fine, by default, or by judgment after hearing, shall be

charged with a criminal misdemeanor pursuant to the general penalties provision of Section 1-7. The Tempe City Prosecutor is authorized to file a criminal misdemeanor complaint in the Tempe Municipal Court against habitual offenders who violate this section. In applying the twenty-four (24) month provision, the dates of the commission of the offense shall be the determining factor, irrespective of the sequence in which the offenses were committed.

(Ord. No. 2000.01, 1-20-00)

Sec. 20-19. Nuisance abatement; additional remedy.

In addition to or in lieu of filing a civil citation or criminal complaint, the operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitivity or which endangers the comfort, repose, health or peace of residents in the area, shall be deemed and is declared to be a nuisance and shall be subject to abatement as set forth in Chapter 21 of this Code.

(Ord. No. 2000.01, 1-20-00)

Noise Ordinance

Town of Gilbert Municipal Code

Sec. 42-61. Noise.

(a) Declaration of policy. It is hereby declared to be the policy of the town to prohibit unnecessary, excessive and offensive noises from all sources subject to its police power. At certain levels, noises are detrimental to the health, safety and welfare of the citizenry, and in the public interest, such noise shall be systematically proscribed.

(b) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
"A" band level means the total sound level of all noise as measured with a sound level meter using a-weighting network. The unit is the dB(A).

Ambient noise means the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far. For the purpose of this section, ambient noise level is the level obtained when the noise level is averaged over a period of 15 minutes without inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made. Averaging may be done by instrumental analysis in accordance with American National Standard Specifications for Sound Level Meters S13-1971, or may be done manually as follows:

> (1) Observe a sound level meter for five seconds and record the best estimate of central tendency of the indicator needle, and the highest and lowest indications.
>
> (2) Repeat the observations as many times as necessary to ensure that observations are made at the beginning and the end of the 15-minute averaging period and that there are at least as many additional observations as there are decibels between the highest high indication and the lowest low indication.
>
> (3) Calculate the arithmetical average of the observed central tendency indications.

Community noise standards shall mean the noise standards set forth in subsection (e)(1), unless modified pursuant to subsection (e)(3).

Decibel (dB) means a sound pressure that is 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, two × 10 -5 newton/meter 2.

Emergency work means any work performed to prevent or alleviate physical trauma or property damage threatened or caused by an emergency which has or may result in a disruption of service and which is necessary to restore property to a safe condition following a public calamity or work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.

Frequency of a function periodic in time shall mean the reciprocal of the primitive period. The unit is the hertz and shall be specified.

Impulse noise means a noise of short duration, usually less than one second, with an abrupt onset and rapid decay.

Microbar means a unit of pressure commonly used in acoustics and is equal to one dyne per square centimeter.

Motor vehicles means any self-propelled device in, upon, or by which any person or property is, or may be, transported within the town, including but not limited to, licensed or unlicensed vehicles, automobiles, motor boats, personal water craft, minibikes, go-carts, motorized skateboards, and motorcycles.

Period of a periodic quantity shall mean the smallest increment of time for which the function repeats itself.

Periodic quantity means oscillating quantity, the values of which recur for equal increments of time.

Pure tone noise means any noise which is distinctly audible as a single pitch (frequency) or set of pitches as determined by the enforcement officer.

Sound level (noise level) in decibels (dB) is the sound measured with the a-weighting and slow response by a sound level meter.

Sound level meter means an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks used to measure sound levels which satisfies the pertinent requirements in American National Standard Specifications for Sound Level Meters S1.4-1971 or the most recent revision thereof.

(c) Exemptions. The following uses and activities shall be exempt from noise level regulations:

(1) Air-conditioning, pool and spa equipment when it is functioning in accord with manufacturer's specifications and is in proper operating condition provided that no unit may cause the noise level to exceed the residential community noise standards set forth in subsections (e)(1) and (3);

(2) Lawn maintenance equipment when it is functioning in accord with manufacturer's specifications and with all mufflers and noise-reducing equipment in use and in proper operating condition;

(3) Nonamplified noises resulting from the activities such as those planned for school, governmental or community groups or duly authorized by such groups;

(4) Noises of safety signals, warning and alarm devices, emergency generators, emergency generators, storm warning sirens, emergency pressure relief valves or horns and the authorized testing of such equipment;

(5) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

(6) Noises resulting from emergency work as defined in subsection (b);

(7) All noises coming from the normal operations of railroad trains;

(8) Noises of church chimes;

(9) Organized sporting events;

(10) Noises created by aircraft;

(11) Public or utility owned or operated stationary mechanical equipment so long as such equipment is properly functioning pursuant to manufacturer's specifications;

(12) Road and street noise generated from the normal operation of traffic except as regulated herein.

(d) Measurement criteria. For the purpose of enforcement of the provisions of this section, noise level shall be measured on the a-weighted scale with a sound level meter. The meter shall be set for slow response speed, except that for impulse noises or rapidly varying sound levels, fast response speed may be used. Prior to measurement, the meter shall be verified, and adjusted according to the manufacturer's specifications by means of an acoustical calibrator.

(e) Allowable noise levels. (1) It is unlawful for any person to create any noise which would cause the noise level measured from the inside, with the windows and doors closed, of a complainant's residential dwelling, enclosed commercial building or suite, or enclosed industrial building or suite to exceed the following community noise standards for more than 15 minutes in duration and more than two times in one hour:

Zone	Time	dB(A)
Residential	10:00 p.m.--5:00 a.m.	45
	5:00 a.m.--10:00 p.m.	55
Commercial	10:00 p.m.--5:00 a.m.	55
	5:00 a.m.--10:00 p.m.	65
Industrial	10:00 p.m.--5:00 a.m.	60
	5:00 a.m.--10:00 p.m.	70

(2) If the measurement location is on a boundary between two zoning districts, the lower noise standard shall apply.

(3) If the ambient noise level in a subdivision in a residential zoning district is measured and found at any time to be in excess of the community noise standards, then the actual ambient noise level will be the community noise standard for that subdivision.

(Code 1984, § 10-1-12; Ord. No. 1245, § I, 2-15-00; Ord. No. 1363, § I.6., 8-21-01; Ord. No. 1410, § I, 7-23-02; Ord. No. 1479, § I, 5-27-03)

State law references: Disorderly conduct, A.R.S. § 13-2904; vehicle mufflers, A.R.S. § 28-955.

Sec. 42-62. Special noise sources.

(a) Power plant equipment. It is unlawful for the noise level of power plant equipment during normal operation to exceed the industrial community noise standards set forth in section 42-61(e)(1) and (3).

(b) Sound trucks; loudspeakers; other sound amplifiers. It is unlawful to play, operate or use any device known as a sound truck, loudspeaker or sound amplifier, radio or phonograph with a loudspeaker or sound amplifier or any instrument of any kind or character which emits loud and raucous noises and is attached to and upon any vehicle unless such person in charge of such vehicle shall have first applied to and received a permit from the chief of police to operate any such vehicle so equipped. Such permit shall be granted unless the chief of police believes the activity will disturb the public peace.

(c) Motor vehicles.

(1) Vehicle repair. It shall be unlawful for any person within any residential area of the town to repair, rebuild or test any motor vehicle (between the hours of 10:00 p.m. of one day and 5:00 a.m. of the next day) in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance.

(2) Motor vehicle mufflers. It is unlawful for any person to operate a motor vehicle which shall not at all times be equipped with a muffler upon the exhaust thereof in good working order and in constant operation to prevent excessive or unusual noise, and it is unlawful for any person operating any motor vehicle to use a cutout, bypass or similar muffler elimination appliance.

(3) Braking devices. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the town any compression release or other engine braking device designed to aid in the braking or deceleration of any vehicle which results in noise in excess of that which would otherwise be produced from such vehicle without such braking device. The provisions of this division do not apply to public safety vehicles.

(4) Vehicle operation. No person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle based on a distance of 50 feet from the center of the lane or travel within the speed limits specified in this section:

Table Inset

	Speed Limit of35 mph	Speed Limit of More or Less Than 35 mph
(i) Any motor vehicle with a manufacturer's gross vehicle weight rating of 6,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than a motor-driven cycle	88 dB(A)	92 dB(A)
(ii) Any other motor vehicle and any combination of vehicles towed by such motor vehicles	82 dB(A)	86 dB(A)

(d) Reserved.

(e) Schools, churches and hospitals. It shall be unlawful for any person to create any noise on any street, sidewalk or public place adjacent to any school, institution of learning or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital; provided that conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church or hospital.

(Ord. No. 1410, § I, 7-23-02; Ord. No. 1688, § 1, 10-11-05; Ord. No. 2124, § I, 2-26-08)

Sec. 42-63. Construction of buildings and projects.

(a) General provisions. It shall be unlawful for any person to pour concrete or perform construction work in the town, except within the time periods specified herein or if the noise level created thereby is in excess of the applicable community noise standards set forth in section 42-61(e)(1) and (3) by five dB(a) at either the nearest property line or the affected area of the property unless a permit has been obtained beforehand from the building and code compliance department. As used in this section, "construction work" shall include (1) operating construction-related equipment, (2) performing outside construction work, (3) performing outside repair work on buildings, structures or projects and (4) operating a pile driver, power shovel, pneumatic hammer, derrick, power hoist or other construction-type device.

(b) Start/stop times.

(1) Concrete. Concrete may be poured and concrete mixing trucks may be idled, between the hours of 5:00 a.m. and 10:00 p.m. each day or at such other times as authorized by permit.

(2) All other construction; residential zones in or within 500 feet. All other construction work shall not begin prior to 5:00 a.m. and must stop by 10:00 p.m. each day in or within 500 feet of a residential zone or at such other times as authorized by permit.

(3) Commercial and industrial zones. Construction work in commercial and industrial zones not within 500 feet of a residential zone shall not begin prior to 5:00 a.m. and must stop by 10:00 p.m. or it may be conducted at such times as authorized by permit.

(c) Weekends and holidays excluded. Notwithstanding the foregoing, construction work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. and concrete pouring shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or holiday, unless such other times are authorized by permit.

(d) Permit. Construction work may be conducted at different times than otherwise permitted herein if, upon written application, a permit is obtained from the building and code compliance department. In granting such permit, the director of the building and code compliance department shall consider whether construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime because of the different population levels or different neighborhood activities; whether obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; whether the kind of work to be performed emits noises at such a low level as to not cause significant disturbance of the reasonable peaceful enjoyment of the surrounding neighbors in the vicinity of the work site; whether the neighborhood of the proposed work site is primarily residential in character wherein sleep would be disturbed; whether great economic hardship would occur if the work were spread over a longer time; whether the work will abate or prevent hazard to life or property; whether the proposed early morning or night work is in the general public interest. The director shall prescribe such conditions, working times, types of construction equipment to be used and permissible noise emissions as the director deems appropriate in the public interest. No permit shall be required to perform emergency work necessary to restore property to a safe condition following a public calamity, work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.

(e) Revocation of permits; appeal. The director may revoke any permit granted hereunder upon complaints based upon substantial evidence that the construction work causes significant disturbance of the reasonable peaceful enjoyment of the surrounding neighbors in the vicinity of the work site. Any person aggrieved by the granting of a permit or the refusal to grant a permit by the town manager or authorized representative may appeal the decision to the town council who shall hear such appeal at the next regularly scheduled meeting of the town council.

(f) Stop orders. Whenever any work on a construction project is in violation of the provisions of this section, the director may order the construction project stopped by notice in writing served on any persons responsible for the project, and any such persons shall forthwith stop work on the project until a permit is obtained.

(Ord. No. 1245, § I, 2-15-00; Ord. No. 1363, § I.6., 8-21-01; Ord. No. 1410, § I, 7-23-02)

Sec. 42-64. Unnecessary noise.

(a) Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person without justification to make or continue, or cause or permit to be made or continued, any unnecessary, excessive or offensive noise, which disturbs the peace or quiet of any neighborhood or which causes

discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

(b) The factors which will be considered in determining whether a violation of the provisions of this section exists will include, but not be limited to, the following:

(1) The volume of noise;
(2) The intensity of the noise;
(3) Whether the nature of the noise is usual or unusual;
(4) Whether the origin of the noise is natural or unnatural;
(5) The volume and intensity of the background noise, if any;
(6) The proximity of the noise to residential sleeping facilities;
(7) The nature and zoning of the area within which the noise emanates;
(8) The density of the inhabitation of the area within which the noise emanates;
(9) The time of the day or night the noise occurs;
(10) The duration of the noise;
(11) Whether the noise is recurrent, intermittent or constant;
(12) Whether the noise is produced by a commercial or noncommercial activity;
(13) Whether it is a pure tone noise;
(14) Whether it is an impulse noise.

(Ord. No. 1245, § I, 2-15-00; Ord. No. 1410, § I, 7-23-02)

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	05/27/2021
Meeting Date:	06/01/2021

TITLE

COVID Update on Library Site Specific Plan and discussion on Jay Lively Ice Arena capacity and vaccine incentives

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes.

EXECUTIVE SUMMARY:

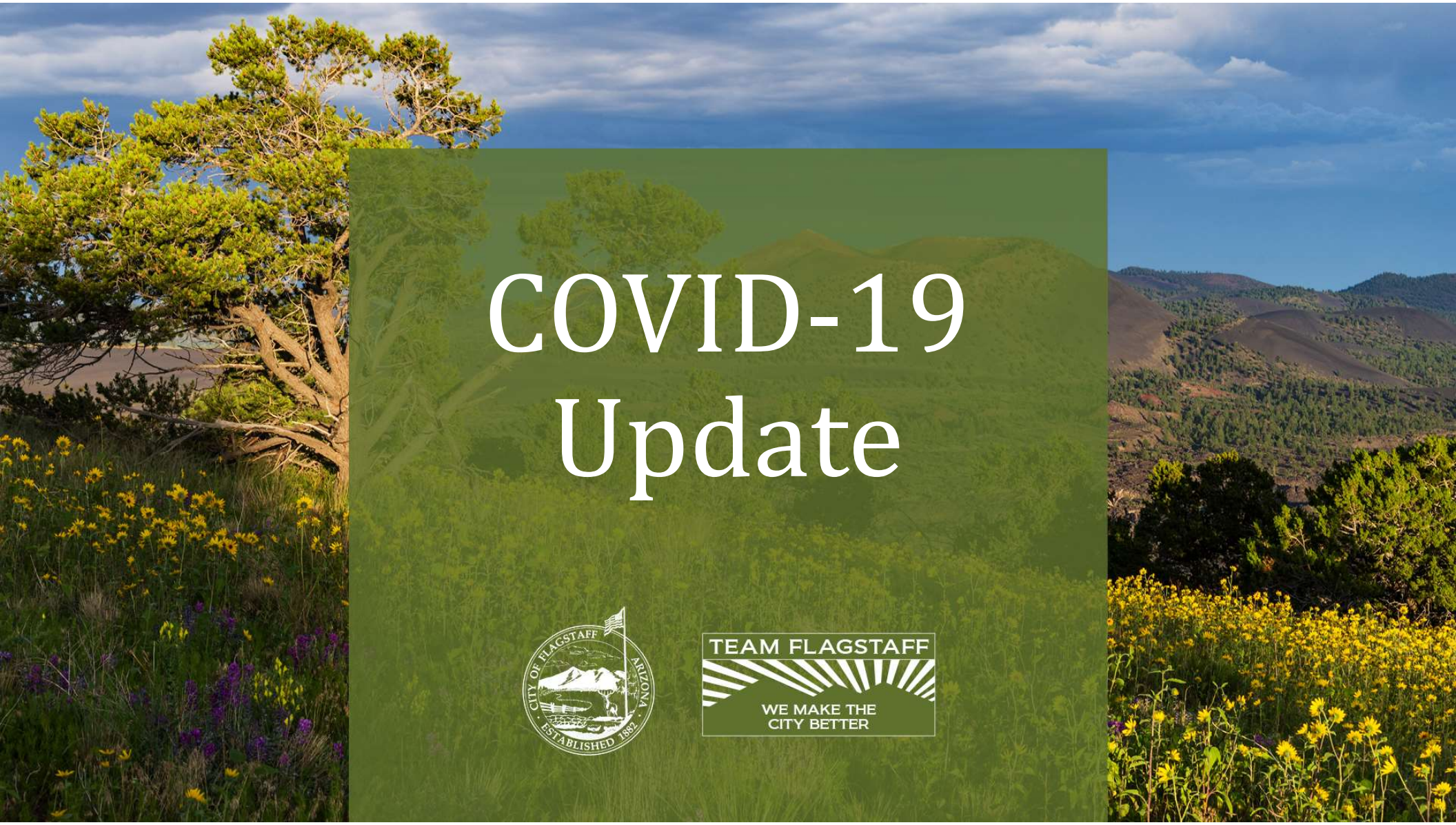
City staff will provide updates and information related to the Site Specific Plans for the Library and Jay Lively Ice Arena contained with the City's Re-Entry Plan. In addition, information about Coconino County's Big Shot program and legislation about vaccination incentives will be provided to City Council.

INFORMATION:

The City's Re-Entry Plan contains Site Specific Plans for each City Library and Recreational facility. The Library and Recreation staff have updated these Site Specific Plans to better describe current capacity. The presentation also includes information about moving to the next tier of the Site Specific Plan.

City Council expressed interest in learning about the potential for incentives when a community member is vaccinated for COVID-19. Coconino County is building a program with local businesses to provide rewards for individuals who are vaccinated. The name of the program is Big Shots. More information about this program and how a business can participate can be found on the County's website at www.coconino.az.gov/bigshot. City Council will be updated on the current legislation being considered related to COVID-19 vaccine incentives with House Bill 2190 following the Governor's Executive Order 2021-09.

Attachments: Presentation


COVID-19
Update
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

Agenda

- Update on Library Site Specific Plan
- Jay Lively Ice Arena capacity
- Vaccine incentives

Library Site Specific Plan

Downtown Library Tier 2 begins June 1st

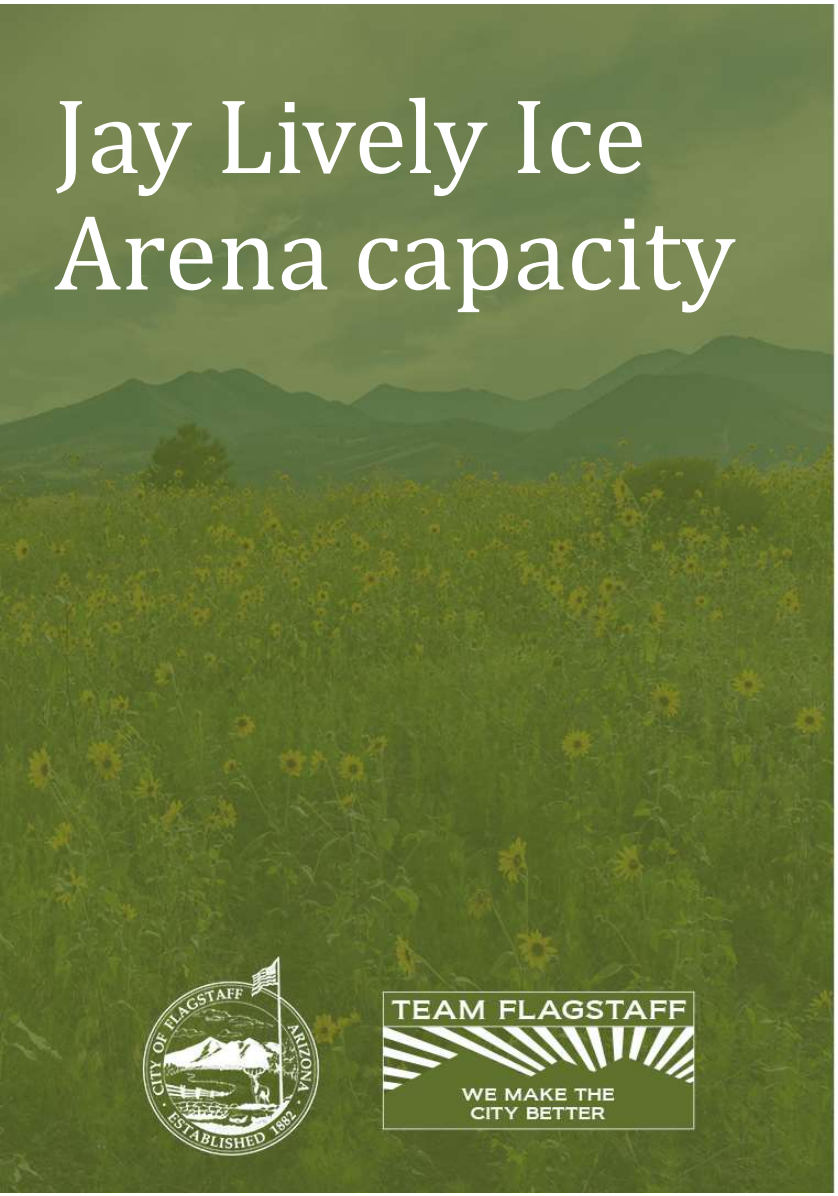
- Open Monday through Friday 10:00 a.m. to 4:00 p.m.
- 25 patrons at a time
- Limited seating and study areas
- Computers available up to 1-hour sessions
- Library materials are available and self-serve kiosk for check out
- Curbside and phone in reference services will continue

Library Site Specific Plan

East Side Library Tier 2 begins June 2nd

- Monday and Wednesday from 2:00 to 6:00 p.m.
- Friday and Saturday from 10:00 a.m. to 2:00 p.m.
- 15 patrons at a time

Jay Lively Ice Arena capacity



- Tier 3 beginning June 1 which may allow increased capacity throughout the facility while maintaining the space needed for physical distancing for the following programs/areas:
  - Public skate
  - Locker rooms
  - Spectator area
  - Lobby
- Tier 4 beginning June 28th includes opening to capacity

Vaccination Incentives

Coconino County working with the business community to offer rewards for those who have been vaccinated

Vaccination Related Legislation

- Governor's Executive Order 2021-09
- House Bill 2190

Council Discussion

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/28/2021
Meeting Date:	06/01/2021

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: City Manager Report
Water Services Monthly Report

City Manager's Report

May 28, 2021

Council and Colleagues, greetings. I wish you all a great holiday weekend. This report will feature a few updates, and the very first monthly report from the Water Services Division. Woohoo!

June Work Anniversaries will be displayed in the next report, two weeks from now. Enjoy!

It has indeed been windy …

And with it, some damage to report, but nothing significant. Many trees blown down around the community, of course, but specific to City facilities, we had a partial roof blown off from one of our Wildcat accessory facilities, which houses some electrical equipment. We are moving quickly to see the repairs completed accordingly. Remedial measures, including temporarily tarping the structure, have been performed by staff in the interim.

Water Services

On the subject of Water Services, we finished a four-hour retreat that was facilitated by Julie Lancaster, which spanned two different dates to accommodate the busy work schedules of our many employees. The central theme of the retreat was building cohesion, teamwork, and identifying some of the challenges that the Division now faces with considerable vacancy, and a lot of change in leadership. The retreat was a huge success, and well attended. The participation was excellent. We will likely be repeating these all-staff meetings two or three times per year.

A small working group within the Division is being formed for the purpose of monitoring the outcomes of the retreat and gauging progress as we move forward. Thanks to the many leaders within the Division for helping out, and big props to Erin Young for her efforts. Stay tuned on this.

We are also moving quickly to fill some vacancies in the Division, as a few people are covering for the shortfall in staffing. We are so appreciative of the extra efforts.

Community Development

And this from Tiffany Antol, relative to the *In N Out Burger* development progress, which appears to be of high interest to many …

> *The applicant for the In N Out is revising their Traffic Impact Analysis and coming up with a design for a center median on Milton. They must submit these modifications to ADOT for their approval. While this is happening, City staff has been working with the applicant to continue moving the project forward. To that end, staff agreed to begin both civil plan review and building permit review prior to having a final approved site plan, since the ADOT Traffic Impact Analysis is the last thing necessary for site plan approval.*
>
> *The ADOT approval is entirely in the applicant's hands at this point.*
>
> *Please let me know if you require more information on this project. Alaxandra is the SPOC and can provide you with whatever you need.*

Thank you, Tiffany, and the many others in CD and City Engineering, for these efforts.

Fire Department

- Busy as always. Crews responded to a reported school bus collision behind the mall. Crews arrived and found that there was only one patient (the driver) who ultimately refused medical attention. As absolutely frightening as the below image might be, there were no other injuries. Whew. The collision did block the roadway for some time, but all is good, and the matter is being investigated by our PD.
- The Regional Blue Card Instructor Cadre offered a blue card communication course to the Airport Rescue Fire Fighters (ARFF) personnel as well as regional acting officers this week. The class took place at the Airport (see picture below)

- Crews responded to the 1400 block of E Butler for a possible vehicle and pedestrian collision. Crews arrived and found a patient laying in the middle of the road with a head injury. Crews treated the patient on scene for injuries and rapidly transported him to FMC for further treatment. The collision is under investigation by FPD.
- As referenced at the beginning of this report, the wind last weekend took down a multitude of trees, prompting many fire responses. The FFD requested the Streets Section to shut down Linda Vista, as there were two trees that had been affected and leaning causing unsafe conditions. The very timely response from our Streets crews was much appreciated.
- "Recruit of the Week" was Rilee Rhees from Flagstaff Fire Dept. During this seventh week of the academy, recruits spent time on fire dynamics, building construction and had their first hot drill this past week.

Human Resources

The HR Team is joining forces with Flagstaff Police Department to get creative on recruiting needed personnel. It was noted in the previous CM Report that vacancy in our 9-1-1 Dispatch is greater than 50% and we are down significantly in terms of patrol officers. Stay tuned on this very important matter. We have a few things in play, and the compensation plan outcomes will certainly be working in our favor. Thank you HR folks for your great assistance.

Police Department

Last week we reported on Det. Casey Rucker's 20th year work anniversary. We are also happy to report that Detective Rucker is pursuing a well-earned retirement. I was attendant at his ceremony last Friday and it was well attended. A little background:

Casey was hired By the Flagstaff Police Department in 2001 and began his career at the ALEA academy in Phoenix. He was assigned to patrol after field training, and immediately began to make his mark at the department. With several commendations, he was known for his teamwork and knowledge of his beat areas as well as his compassion for the Flagstaff Community. In 2003, Casey earned the Flagstaff Police Department Medal of Valor for jumping into a burning motor home and driving it away from the fuel pumps at a local service station. Throughout his career, he sought justice for victims of violent crimes, and he did it all with a smile and respect for everyone.

Casey earned a spot on the Metro Narcotics Task Force and then after a year was promoted back to patrol as a Corporal in 2005. Corporal Rucker became Detective Rucker when he was “voluntold” to report upstairs and joined the Criminal Investigations Division in 2006. Someone must have known where he would make the greatest impact because even when he tried to leave Detectives to follow his favorite Sergeant, Chief Cooper denied that transfer. After 16 years in Criminal Investigations, Det. Rucker is retiring as the longest tenured Detective at our department in a generation. His file is full of commendations and awards for his dedication to the people of Flagstaff as well his teamwork and service to the division.

Casey received the Fraternal Order of Police Officer of the year award in 2010. He also earned the Veteran of Foreign Wars Officer of the year award in 2015 for his dedicated work in several high-profile cases. He earned the Victim Witness Heart of Gold award in 2016 and 2017 for his outstanding work and dedication to victims of crime in Flagstaff. He received the City Manager’s award for excellence twice as well for teamwork on high profile cases. He travelled to New York to follow up on a “swatting” case that had terrorized our local schools. He closed the case with an arrest that the FBI Director said would never happen.

There is a good chance that any case involving a homicide or officer involved shooting over the past 16 years, Detective Rucker had a part in handling the investigation. Notably, he was a primary investigator on the Ofc. Tyler Stewart homicide and he worked just as hard to get the family answers as if the case was going to trial.

Casey served on the SWAT team for 16 years of service with distinction responding to the most dangerous and volatile calls that Flagstaff and Coconino County had to offer. Casey also served on the Flagstaff Police Department Honor Guard for five years and provided exemplary service during his time on the team. He retires with 20 years of dedicated service and will remain here in Flagstaff with his wonderful wife Antonia and his two daughters. He will be missed … by all.

Thank you for your amazing service, Detective Casey Rucker.

Public Works

- Buffalo Park looks amazing with the 6-inch millings project that Streets took the lead on for Parks. A big thank you to every individual that lent a hand to this improvement for the community. There are wonderful examples of attention to detail including creating a ring around an existing tree and the perfect fan-out to Gemini Road

- This just in. Three goats and a well-dressed sheep were seen snacking Wednesday, May 19th, in the Thorpe Park Annex. They appeared to particularly enjoy the selections available at the leased Urban Farm Incubator site. The wooly ones were actually imported as part of a trial project by the Incubator. If successful, Parks, Recreation, and Open Space would love to bring this activity forward as a remedy to invasive weeds in the community in our parks and open spaces, and perhaps at the Clifton residence in Swiss Manor. Just 'kidding'.

- ADOT's contractor is manually watering the southern lawn at City Hall in an effort to keep the turf alive as the irrigation system is compromised beyond usage. Parks received many calls inquiring about the high-spray irrigation over the weekend. The contractor was again reminded that watering should only occur between 6:00 and 9:00 A.M.
- The Ice Arena is shut down for its annual cleaning and maintenance closure. Staff are focusing on ice maintenance, skate sharpening of rental skates, and deep cleaning and disinfecting of locker rooms.
- The State Historic Preservation Office approved a research permit to install and monitor blue bird nesting boxes at the Picture Canyon Preserve. The project is in partnership with the Northern Arizona Audubon Society, and implementation will begin at the end of this month.
- The Aspen Ave mid-block crossing has been repaved to provide better access to Heritage Square and a new surface for the upcoming decorative crosswalk markings installation.

Economic Vitality

Please see the below Update, courtesy of Heidi Hansen and those in the Beautification Team …

Courthouse Exterior Artwork Update

May 2021, City of Flagstaff, Beautification, Arts and Sciences Program, Economic Vitality Division

***AMONG TREES*, MARIE JONES**

Currently in the lobby of the courthouse is a display explaining the project with a prototype of the artwork in Corten (rusted) and powder coated steel. Please stop in whenever the courthouse is open. Fabricated of layered steel panels, the artwork pays homage to the world's largest ponderosa pine forest surrounding Flagstaff. The top layer of Corten steel will age over time, turning from orange brown to a deep rust brown. The personal experience of walking among trees and the restorative perspective it brings is also the subject of the poem *I Go Among Trees* by Wendell Berry, inscribed on the surface.

Installation of the artwork is anticipated in early June with a public ribbon cutting later in the month. At the December 8, 2020 Council Work Session, several suggested a lighting component. Staff worked with artist while consulting with Planning on a proposal that would meet Dark Skies compliance. After securing additional funding, this lighting will be added later in the summer along with the first stage of an audio poetry project.

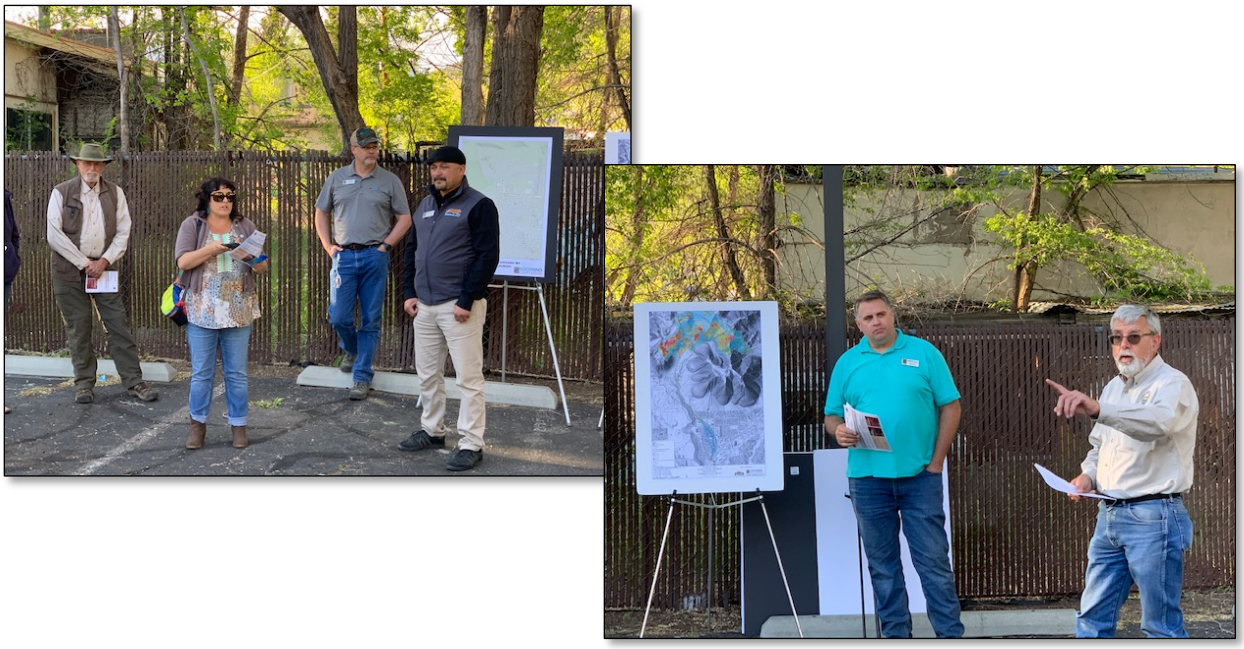
FABRICATION PHOTOS

The panel cutouts in Corten Steel are done with water jet cut with garnet grit. After the panels are put on pallets with a chemical coating to initiate the rusting process.

Meetings

The Alliance meeting occurred on Friday the 21st and was well attended. Thank you Mayor for your contributions, and also Vice Mayor Daggett. The agenda was posted in the last CM Report. There was a lot of good information shared, and a very heartfelt farewell to President Rita Cheng with NAU.

Thursday the 27th saw the first neighborhood 'meet in the street' meeting to better prepare our residents for the monsoon season and the threat of flooding from the Museum burn scar. The meeting occurred off of Main Street in Sunnyside with excellent representation by both the County and the City. It was very informative. Thank you Councilmembers Sweet and Shimoni for your contributions, as well as Mark Richardson from our Water Services Team.



That is all for now Council. The attached Monthly Report, courtesy of Lisa Deem and others at Water Services, should be a very good read. Onward and upward …

WATER SERVICES DIVISION

WS Monthly Update
May 2021

There is a lot going on in Water Services. Thanks to a dedicated and skilled staff, water quality and consistent service remains our standard.

Recruitments

We are working to fill critical, open positions to maintain our standard of service.

- Doug Slover will devote 25% of time as Stormwater Manager, and 50% time as Engineering Manager.
- Ed Schenk will serve 50% of his time as Water Resources manager, in addition to his Stormwater Project manager duties, with
- Janica Hakala will support the Water resource position in a 25% capacity, in addition to her work in the Regulatory Compliance Lab.
- Active recruitments: Stormwater Manager and Engineering Manager, with an expanded scope..
- Welcome to our new Water Conservaton Specialist, Mary Samar. Mary is taking on a new function, moving from Communications to this important place on the Water Service Team.

Safety

Safety came to the forefront with the pandemic, but the Division regularly demonstrates best safety practices during every work day.

- Standardizing our SOP protocols for basic safety practices raises our level of standards and quality within the Division
- Mark Richardson arranges Water College classes in safety protocols for all MSW – field and facility personnel. Trainings are aligned to the employees job-risk; such as confined space, trench safety, working with chemicals, electrical protocols. Many of our safety practices are required by OSHA or other federal/state agencies.
- A recent reminder was an intruder at the Lake Mary Plant, with staff acting quickly, safely and efficiently.

Administration Offices
2323 N. Walgreens St., Suite 1
Flagstaff, Arizona 86004

Division Retreat

Juie Lancaster is facilitating a two-part retreat for Water Services, with the goal of all 78 employees in attendance. Virtual meetings have come a long way, and we look forward to the next session, bringing us closer to a better unity.

WSAB staff before the Retreat

Water Commission Agenda

The May 20 agenda will include:

- Discussion on policy recommendations related to improvements on the Switzer Canyon transmission main.
- Natural Channel Design will present the results of the reclaimed seepage study
- A sneak preview of the 2021 Report to the Water Commission, a comprehensive record of the Division's actity on calendar year 2020. Once completed, this will be posted on the website.

Section Updates (alpha-betically)

Admin – Budget & Communications

Budget and year end procedures

- We have a lot of active purchase orders. Managers are asked to review and close out any completed orders.
- Carry forwards were completed, a big task as we tried to fill all needs in the coming year. There will be one, requested adjiustment to the Wastewater Capital Plan in FY 2022.
- The two, six-month strategic plan updates for 2020 are now posted to the website.
- Communications is completing the Report for the Water Commission, posted a public notice for a revision to FEMA flood plain maps, and is working on the May blog on Ft. Tuthill well drilling. Signs are ordered for the Ft. Tuthill project, and a video planned.

Customer Service/ Meter Services

- Staff is preparing to open in City Hall, from 8 am to 1 pm.
- Recruiting for a meter serices technication and a customer service representative

- Computer software upgrades for load out stations is in its final vendor-selection process. Top two bids are over budget, so we're reviewing the best bid and funding options.
- Customer Service staff are navigating the new CIS site, and will be providing a training to staff on gathering consumption data from the system.
- Management Services is phasing back in planned disconnects for non-payment. This is not a large number of potential disconnects, as Customer Service has been proactive, guiding residents to social service options to remain current on bills.

Engineering

Doug Slover is taking on Engineering functions until a manager is hired. Capital projects:

- Lonetree overpass utility relocation discussions
- Phoenix bridge waterline replacement
- McAllister pumphouse is wrapping up, and paperwork has been submitted for final permits to bring it online and hand over to the Production staff and Compliance (Brian and Steve). They're looking at the sampling schedule to incorporate the new well.
- Spruce Wash at First St & Rte 66. Review and discussion on replacing a section of both sewer and water line, finishing work from development.
- Ft. Tuthill #2 well drilling gogin well Currently at a level of 1500 ft; hit water at 1300 ft, with 55 gpm flow.
- Reclaimed bottleneck project moving forward.

Ft Tuthill#2 well drilling

Operations

- Safety analysis – Working with Risk Management to complete a safety/risk analysis
- Lake Mary Land Acquistion – taking on some report requirements to move the project along.
- Grazing Lease at Red Gap Ranch – working with successful bidder to complete the lease.
- New Meter Installs – met with reps with Itron 500, transmitter technology for the new Mach 10 meters. Supplies are limited, as factories are getting back to manufacturing.

Regulatory Compliance

With Lisa Adams retired, and another position open, Reg Compliance is looking for a few good lab techs!

- Krista Snow and Jolene Montoya are splitting the duties of the Wildcat Hill compliance lab duties, until a replacement is hired.
- Pre-treatment staff has been repairing backflow presventers at Rio and WCH plants.
- Violation issued to local Significant Industrial User (SIU), with an annual inspection next week.
- Meeting with ADEQ schedule, to review copper limits, which is very low.
- Draft CCR- Annual water quality report- ready for final approval and distribution.
- Water labs has test kits ready to bring McAllister Well online when ready.
- MS4 Stormwater outreach traing back to Reg Compliance umbrella, with Sormwater Manager position open.
- ADEQ Audit at Wildcat Hill WRP in late May

SCADA Information Systems

- SCADA is working on upgrading North Reservoir Plant controllers, providing digital access for Lake Mary plant and communication with storage tanks.
- SCADA video taped closing another shallow well
- Adding a server to GeoEvent, moving radios and master PLCs out of police communications.
- IS (Corryn) has developed asset management dashboards for the plants, starting with Wildcat Hill Valve training , then Rio, then Lake Mary.
- IS developed stormwater apps to create and track work orders in the field
- IS updated the Conservation Enforcement appt, with 2019 data
- IS is GIS scouting manholes for WW Collections manhole rehab project.
- SCADA is updating keyscan security, for Water Services buildings
- IT Security is teaming up to analyze lap top hard drives to develop an SOP, should a cyber security issue happen.

Stormwater

- Stormwater staff presented to City-County meeting on stormwater issues and the Museum fire updates. Future outreach by City-County includes five *Meet in the Streets* meetings in Sunnyside to answer questions,

The first of five *Meet in the Streets* events

- Senator Mark Kelly toured the Museum Fire impact area
- A report on rain gauge data is now posted on the website.
- Stormwater issued a public FEMA Letter of Map Revision (LOMR) for Trailside Apartment project.
- Dredging in the Rio drainage has begun, downstream of Navajo ahead of Coconino Estate project.
- Airport grading certs for new parking lot reviewed.
- The Watershed Alliance for the Rio de Flag is completing a watershed plan, with BOR grant funds.
- Ed and Corryn gave three (virtual) presentations for industry conferences: American Water Works Associations, Association of Flood Plain Managers, and ESRI (software vendor) on the Computerized Asset Management System currently being implemented by Staff for stormwater asset management.
- Increased materials costs are delaying spot improvement projects, such as the Fanning Wash fencing, awarded to Tiffany Construction.
- Stormwater discussing a regional detention facility as part of NAH campus development at Ft. Tuthill.

Wastewater Collections

- Thirty manhole inspections slated, with GeoCreek scheduled for refurbishment, used cured in place technology
- One combo truck is down, being repaired under warranty.
- TV van working on reaches from Ft. Tuthill to University Heights,completed 19 reaches on one week.
- Moving one employee from WW collections to Stormwater Truck.

Water Distribution

- Two main breaks , one involving a contractor hitting an 8" main. Another 8" main break toppled a tree across Rte 66 at the Railroad Café. This was repaired and broke again, hours later- suspect a manufacturer's defect in the pipeline. Crews had it back in service within hours.
- A 16" valve at Clay Ave and Blackbird Roost was removed and repaired, with road restriction notices posted on NextDoor and Facebook. During the repair, crews found another leak in a nearby 8" valve, which was subsequently repaired, requiring 400 ft

Clay Ave pipeline repairs

of above ground temporary main pipeline run as a “jumper” to keep customers in water.

- The Valve testing program has begun, with WACHS water testing all 469 16” and larger valves in a three year rotation. WACHS crews completed testing on 157 valves in one week. Our own crew is testing 14” and smaller valves, with only one failure out of 357 valves tested.

Valve testing near McAllister Well

- Hydrant inspections continue, with 2600 completed to date. There are 500 left to do for the year.
- Two services were replaced, one repaired, and 12 new meter sets installed.
- Blue stake completed 138 tickets.
- Three water services techs taking ADEQ exams at Rio WRP.

Water Production

- Wells – All wells are in full operation, after Woody Mountian #7 motor’s soft-start was replaced. Woody Mountain #7 is one of our largest producing wells.
- Red Gap Ranch
  - Staff spent a week grading the roads at Red Gap Ranch, keeping access open and travel to wellsites and tanks as smooth as psooible, as we implement our new grazing lease with Bar- T-Bar .
  - The Water tanks for wildlife were filled this month, as part of our agreement with AZ Game and Fish to support the migrating wildlife population.

Wildlife tanks at Red Gap Ranch

- Lake Mary Raw Water Pipeline Protection - The USFS is preparing to contract out thinning operations just south of Lake Mary Water Treatment Plant crossing the raw water line that feeds the plant from Upper Lake Mary in multiple locations. Water Production has had non-invasive potholing performed ot locate and identify the specific depth and location of the 27” raw waterpipeline, and surveys underway of major pipeline crossings. A local engineering firm will complete mitigations to protect the pipline from truck-transport damage during thinning operations.

- Continental Well Upgrades – The bluestaking has begun, with contractor up prepping the site and getting materials delvered. Flagstaff Athletic Club has generously allowed the use of a small portion of their land for storage.
- Railroad Spring Tank – the RR Springs water tank was cleaned out,as part of a rotating schedule. It's been about a decade since it was last cleaned, though it only had minor sediment loading and took less than a day to clean..
- North Reservoir Filtration Plant Water Production staff previously replaced the Zone B pump drive, along with all four plant turbidimeters and controllers. SCADA team has been working through replacing communications and progrmmable logic controllers (PLC's), allowing the first digital communication of the plant with greatly increased data acquisition through SCADA.
- Lake Mary Sedimentation Basins – Will be reviewing options to make the rehab project fall within budgetary needs.
- Kristian Heckard, MSW- Operations, passed ADEQ Water Treatment Grade 2 exam/certification.

Water Reclamation Plants

Plants are running well!

- The Wildcat Hill muffin monster is wearing out; this machine grinds large debris into small debris.
- We're almost through procurement for the Rio Clarifier project – part one, refurbishing primary and secondary clarifier #1.
- The motor control center headworks is an electrical project, replacing the original 1971 installation.
- We're prepping for safety measures before construction of clarifiers and Motor Control Center headworks construction.
- The sludge storage basin is being dredged this year. with good quality sludge testing out. It's been over five years since its last dredging.
- Replacing carbon for ordor control mechanisms at both plants.
- We're soliciting paving quotes for WCH, from N El Paso to the plant, including a staff parking lot.
- Tours will be able to resume, with 25 person limit and masking required.
- WRP staff working with consultant to scope for reclaimed water modeling to assist with interface to pumphouse and storage tanks.
- Just in! Roofing at the Wildcat Hill Water Reclamation facility blew off over this past windy weekend. Repairs should begin this week.

Wind damage to Wildcat Hill roof

Water Resources and Conservation

Ed Schenk, Stormwater Project Mnager, is transitioning to 50% Water Resource Manager duties, with Janice Hakala taking on 25%.

- The Walnut Creek Technical Adivisory board, spearheaded by NPS, is funding three new gaugues in the watershed. Working on forest service clearances, for both upper and lower Lake Mary.

Water Conservation

- Enforcement discovered a water leak at Thorpe Park and reported it to Parks, who are fixing it.
- The Wyland Foundation National Mayor's Challenge will send out final standings in a month or so, but we were in the top 10 over the last few days!
- Water Awareness Month in April was a virtual success, with 50 water check up kits sent out and 24 customers completing the check up and receiving a $10 credit on their water bill.
- Staff completed three residential low water landscape assessments.
- Conservation staff is planning a plumber's (virtual) workshop to promote Watersense products on May 25th.
- The non-revenue water audit contract is close to finalized.